GENERAL TERMS AND CONDITIONS - GTC

A. BOOKING

(1) The booking of a model represented by the Agency ("Model") is a binding Contract (herein re-ferred to as „Contract" or „Booking"). By booking the Model, the customer ("Client") under-takes to meet all payment obligations towards the Model and the Agency. A written Booking Confirmation is deemed accepted if the Client has not objected within 24 hours of receipt, but at the latest by close of business on the last working day before the first booked date.

(2) If the Client wishes to (re)book the Model (follow-up bookings) or renew, extend, or expand the rights of use ("Copyrights") from a Booking, the Client will contact the Agency only as long as the Model is represented by the Agency. This also applies to the booking of other Models of the Agency. If the Client negotiates Bookings or Copyrights without involving the Agency, these are subject to the Agency's approval, and not binding in absence thereof. If approved by the Agency, the Booking is deemed to have been made via the Agency.

1. FIXED BOOKING

(3) Bookings are always firm bookings, unless otherwise specified in the Booking Confirmation.

(4) Bookings may only be cancelled for unavoidable cause beyond the Client's control, with reasons stated, and no later than by close of business two full calendar days before the (first) booked date. For a Booking that extends over more than two days, cancellation must be notified with a correspondingly longer notice period. In the event of late cancellation, 50% of the full compensation (rates/fees, commission, and expenses if any) shall be due; if a cancellation is received less than one full working day in advance, and for any cancellation other than for good cause, 100% of the full compensation will be due. Further claims are reserved.

2. WEATHER BOOKING

(5) Bookings are contingent on weather only if explicitly so determined, with specification of the required weather conditions. Otherwise, Bookings are binding regardless of weather. A weather-contingent Booking can be postponed once, on notification no less than two working days prior to the booked date, to a mutually agreeable alternative date. It can be cancelled up to 24 hours in advance, provided that the weather forecast does not match the required conditions or remains uncertain.

3. OPTION

(6) If an "Option" (being a binding reservation of the Model for date and time) has been agreed, such Option must be exercised no later than by close of business one full calendar day before the optioned start time; otherwise, it expires. The Agency may require that the Client exercises the Option within a reasonable, short deadline if the Model has other booking requests. The Option can then be exercised only within the deadline; else, it expires. On exercise, the Option becomes a binding Booking.

4. WORKING HOURS, COMPENSATION RATES

(7) Unless otherwise agreed (in particular, in the Booking Confirmation), the Booking shall be at the daily rate, for a maximum of 8 hours per day (10 hours in the case of film shooting; plus, a lunch break of one hour) for working hours between 8 am and 8 pm.

(8) Half-day Bookings (4 hours per half-day, at 75% of the daily rate) apply only if specifically agreed. This also applies to hourly bookings, if agreed in special case, and the hourly rate which then applies per hour commenced.

(9) Working time starts from the Model's arrival, at the specified time and place. It includes preparations (such as make-up, hair styling and dressing). Should the Model be required to travel from accommodation to location and/or back accompanied by the Client's staff or auxiliaries, the journey is working time.

(10) Overtime shall be compensated at one eighth of the daily rate (if an hourly rate has been agreed: 1.2 times the hourly rate) for each hour commenced. If the Model's required presence is, for a first and only time, exceeded by no more than one hour, such overtime will not be charged for the sake of goodwill, provided that the Client is in full compliance with its obligations under the Contract.

(11) The Client warrants that he will adhere to the working hours in accordance with the Booking Confirmation and, in any case, the local statutory working time regulations.

B. INCAPACITY

(12) If the Model is prevented from performing, is delayed or unavailable, it is the Client's responsibility to inform the Agency immediately; the Agency will endeavour to find a replacement if reasonably practicable under the circumstances. No liability is accepted by the Agency. The Model is not liable for obstacles beyond his control, including illness, accident, or disruption of transport.

C. APPEARANCE

(13) Hairstyling, make-up, and clothing are to be organised by the Client and are not the responsibility of the Model, unless otherwise agreed.

(14) Substantiated complaints related to the Model's appearance (modifications or changes in appearance contrary to the Contract) must be made notified to the Agency, and must be documented. It is the Client's responsibility to document this in a suitable manner, e.g. by photograph. The Model is to be released from performing. In the event of late complaints or if shooting with the Model proceeds, the Model is deemed to have fully performed without complaint, and the compensation is due.

D. CLIENT'S RESPONSIBILITY

(15) The Client is responsible for, and assumes, all timely and sufficient arrangements required for the Model's booked performance, his/her stay and, if applicable, travel, accommodation, and catering. Call sheets, dispositions, product specifications and instructions must be notified to the Model and the Agency no later than 12 noon on the last working day prior to the booked date. Delays or cancellation of shoots due to inadequate preparation are at the Client's sole risk. The Model is under no obligation to accept extended or postponed working hours; the compensation remains due.

(16) The Model is available for photo shooting (still image) in settings, locations, clothing and for products as per the Booking. Moving images (TV, commercials) are always subject to special agreement. Photographs in underwear, corsetry or undressed are not permitted unless specifically agreed. In all cases, the Models' personality and integrity must be preserved by all participants.

(17) The Client is responsible for the safety of the Model on location, in accordance with the applicable health and safety legislation, and must take all necessary precautions to ensure work safety. It is the Client's responsibility to provide insurance cover for risks of all kinds.

(18) Special risks must have been agreed with the Agency sufficiently in advance. The Client must ensure adequate insurance cover (accident insurance, comprehensive general liability, in each case also with cover for the Model's service for the Client). The Agency may request proof of insurance. If special risks have not been agreed, the Model may refuse performance. In this case, a cancellation compensation amounting to 70% of the agreed compensation is due.

E. EXPENSES

(19) The expenses arrangements apply as set out in the Booking Confirmation..

(20) Adequate catering must be provided if the service extends over more than four hours. .

(21) Except for urban local transport (where the Model arranges itself), the Client is responsible for organising travel to and from the location and, if applicable, accommodation, unless otherwise agreed. If the Model works at one place for more than one client, the Client assumes travelling and accommodation expenses in proportion to the number of working days.

F. COMPENSATION AND PAYMENTS

(22) The compensation includes the Model's fee (daily/half-day/hourly rate, overtime compensation), agency commission, and compensation of the Copyrights („Buyout"). By making the Booking, the Client undertakes to pay all agreed compensation.

G. PAYMENTS

(23) Compensation and expenses are payable net within 30 days. Expenses invoiced in EUR or CHF are to be paid in that respective currency; all other payments are to be made in CHF or EUR as agreed. All amounts are exclusive of VAT.

(24) Payments due and made under the Contract are not subject offsetting, settlement, retention rights and repayment.

(25) All payments are to be made to the Agency; including subsequent compensation / extension options from Bookings made via the Agency. In any case, the Agency is entitled to its commission for all payments that result from a Booking via the Agency.

(26) If the Client fails to pay when due, the Agency may charge default interest of 5% and a fee of CHF 50 for the second and every further reminder notice.

H. RIGHTS OF USE / „COPYRIGHTS“

1. USES

(27) Neither the Client nor any third parties may use the Model's pictures and performance other than within the Rights granted under with the Booking Confirmation and these GTC.

(28) Unless otherwise agreed, the authorisation to use the pictures is limited to the purpose, product, Client, and media (or type of use) in accordance with the Contract, **in Switzerland, and is limited to one year.**

(29) Unless reserved, the authorisation also includes a limited right to archive the picturesbeyond the term and to store and keep them accessible only for purposes of reference and documentation, in the Client's own archive, including online and social media archives operated by the Client, for an unlimited period of time; these archives must not be of a promotional nature, may not be operated or branded by third parties; in particular, the pictures must not be associated with any service or product, campaign or message; must not be repositioned; and not be placed on any paid media.

(30) Other uses (in particular, posters, print or display and other outdoor advertising (out-of-home/ digital out-of-home), packaging; film, video, commercials) require a speciic, separate agreement. The Model's name (or first name or artist's name) must not be used except by specific, explicit agreement. No editing or alteration of the image (including by AI tools), or use of the Model's images in any form other than photographic reproduction (such as artistic-graphic or AI-generated or edited images) are permitted, subject to Section H.5.

(31) Third-party rights and consents required for the use of the pictures are the Client's sole responsibility; the Client agrees to indemnify and hold the Agency and the Model harmless against third-party claims.

2. TERM

(32) The term of the Copyrights starts, for all pictures made during a shooting, with the first public use of any such picture, and in no case later than two months from shooting. The Copyright and the right of use end automatically with expiry of the term pursuant to the Booking Confirmation.

(33) Extension options under with the Booking Confirmation must be exercised in writing to the Agency no later than two months before the expiry of the rights; thereafter, the extension option expires, unless the agency agrees to an extension.

(34) Further extensions of the rights of use (period, scope/media, territory) are to be requested exclusively from the Agency and require specific agreement. The Client warrants and represents to the Agency not to request any rights from the Model bypassing the Agency. The Agency cannot guarantee the procurement of rights beyond the agreed scope of rights.

3. COMPENSATION

(35) The rights of use (Copyrights) in the pictures hereunder are subject to the condition precedent that the compensation is paid in full. The Agency is entitled to assert injunctive relief claims at any time if the compensation has not been paid in full. The Copyrights shall be compensated irrespective of whether they are exercised.

(36) The Agency may take action at any time, on the Model's or on its own behalf, against any use, by the Client or third parties, of the pictures that in breach of the Contract or infringes any rights, and may demand that the use be discontinued and the infringement remedied. The Agency is entitled, by way of penalty, to double the total agreed compensation (or, if the use was not covered by the contract: the Agency's usual fee for this for such use), for each incident of infringement. Further legal claims, including claims for damages and for the Model's indemnification, are reserved.

4. USE FOR REFERENCE

(37) The Agency and the Model may use selected photographs for all purposes of public documentation, reference, promotion, and advertising related to their business and professional activities; in particular, on websites they operate, their social media profiles (such as Instagram) and photo portfolios or other printed matter; for an unlimited period, free of charge and with not territorial restrictions. The Client shall provide the Agency with proofs of the photographs for this purpose, and hereby warrants and represents that can grant this right without restriction..

5. AI USAGE TERMS

(37a) Consent and scope of use

The agreed image and usage rights do not include AI use, except for the permitted retouching described below. Any further AI-assisted alteration, generation or replication of a model's image, likeness, voice, performance or other identifying features requires the model's prior express written consent and a separate agreement with SCOUT MODEL AGENCY.

The agreement must specify the permitted applications, purpose, media, territory, duration and remuneration. This applies in particular to new poses, digital clothing changes, background replacements, animations and videos. Additional campaigns, collections, brands or types of use require renewed consent.

(37b) AI training and digital replicas

Without the model's separate express written consent and an agreement with SCOUT MODEL AGENCY, the material must not be used to train or develop AI systems, create datasets, digital twins or voice clones, or combine features of different models to create synthetic persons. This also applies to publicly accessible image and audio material.

(37c) Data processing and responsibility

For AI applications requiring consent, the systems, service providers, and storage and deletion arrangements must be disclosed in advance. The material may be processed solely for the approved purposes and must not be reused for the provider's own purposes. The client must ensure compliance with these terms by all third parties it commissions.

(37d) Approval and transparency

AI-generated representations require written approval from the model and SCOUT MODEL AGENCY before publication. Degrading, misleading or reputation-damaging representations are prohibited. Any legally required labelling of AI-generated content must be applied. All further use must cease when the agreed usage period expires. Further processing of the material and derived data for AI purposes must end; deletion arrangements and any statutory retention obligations must be addressed in the separate agreement.

(37e) Permitted retouching

Standard corrections to lighting, colour and skin tone, and cleanup of the existing background, are permitted provided they do not materially alter the model's identity or actual appearance or create new actions or performances. AI-assisted tools may also be used for these purposes, provided the material is not reused for AI training or the provider's own purposes, or made available to unauthorised third parties. AI-generated background replacements or placement in a new context require separate consent.

All rights not expressly granted remain with the model. The rights and remedies of the model and SCOUT MODEL AGENCY in the event of unauthorised use are reserved. Individually negotiated provisions expressly agreed in writing take precedence over these terms

I. LIABILITY

(38) The Agency bears no liability arising from the Client's relationship with the Model. Its liability is limited to its own contractual obligations and duties, and to intent and gross negligence. Damage or indemnification claims, if any, are limited to twice the agreed compensation. The Model is not an agent or auxiliary of the Agency. The Agency shall not be liable if a shooting cannot take place or is postponed due to the Model‘s incapacity to attend due to accident, illness, circumstances of „force majeure“ including cancellation of booked flights and other disruptions to passenger transport, as well as for unexcused absence or breach of contract by the Model. The Agency assumes no responsibility for the Model‘s insurance cover.

(39) If the Model cancels a Booking, the Agency will endeavour (but does not warrant) to find a replacement to the best of its ability. The Agency shall bear no liability otherwise.

J. CONFIDENTIALITY, DATA PROTECTION

(40) The parties shall treat internal, each other's non-public information that comes to the knowledge of the other during negotiation and performance of this Contract, including the personal data of the Model, financial terms of the Booking and the Client‘s project, as confidential, and instruct their teams and contractors to do so. Neither party shall be liable to the other, however, where without intention contrary to the contract, a third party obtains knowledge of details, particularly while organising shootings, the model‘s performance, and invoicing.

(41) The Client warrants and represents to the Agency and the Model that personal data of the Model will only be processed in accordance with the applicable data protection laws of Switzerland and/or the European Union and will only be transferred to third countries outside this area in compliance with the statutory requirements.

K. CONTRACTUAL RELATIONSHIP

(42) The Booking Contract for the Model's performance is concluded between the Model and the Client. The Agency is the Model's contractual representative. The Agency represents to have power of attorney at the time the Booking is made.

(43) Amendments and addenda to the Booking (including extensions or postponements of working hours, etc.) must be agreed solely with the Agency. Arrangements with the Model without the consent of the Agency shall not bind the Agency and shall not affect the Booking.

(44) The Agency acts as intermediary for the services between the Client and the Model. By making a Booking, the Client accepts these Terms and Conditions of the Agency. The Agency may assert its rights and claims hereunder in its own name. Model and Agency do not form a partnership or joint venture; the Model has no authority to make statements on behalf of the Agency.

(45) These GTC apply to every Booking. The provisions in the written Booking Confirmation shall prevail. The GTC shall apply to all subsequent Bookings made by the Client; subject to amendments from time to time. Only these Agency GTC apply. The Client's or third parties' terms and conditions are hereby rejected and take no effect, except such provisions as the Agency has expressly and specifically agreed.

(46) Should any provisions of this Agreement be invalid or ineffective, the remaining provisions shall remain unaffected. The invalid provisions shall be replaced by provisions that correspond as closely as possible to the parties' intentions when entering the Contract.

(47) Swiss law shall apply to the Contract, these GTC and related contractual relationships (excluding conflict of law references to foreign law and the CISG). Zurich is the exclusive place of jurisdiction for all parties.