

## TERMS AND CONDITIONS BULLET MODELS

### General

- a. Bullet Models mediates on behalf of actors, artists, extras and models and on behalf of clients. Unless otherwise agreed in writing, these Terms and Conditions apply to all agreements reached with, and all services provided by, Bullet Models.
- b. Clients in these Terms and Conditions is understood to mean anyone who uses Bullet Models services and/or the person who wishes to receive the invoices for the services.
- c. 'Talent' in these Terms and Conditions is understood to mean anyone who participates as actor, artist, extra or model in an assignment mediated and performed by Bullet Models.
- d. The following conditions are part of Bullet Models quotes and form an integral part of assignments to, and agreements with, talents of Bullet Models.
- e. Unless otherwise agreed in writing, all cases in which a booking agreement is finalized between a client and talent(s) of Bullet Models, the client accepts the following conditions and agrees that these conditions prevail, also in the case where the client maintains his/her own general terms and conditions.
- f. Bullet Models respects the privacy of the users. Personal data of users will be processed and secured very carefully.
- g. More information about the College Bescherming Persoonsgegevens and privacy can be found on <http://www.cbpweb.nl>.

### Providing personal data is not compulsory

- a. In principle, the provision of personal data is not compulsory. At all times, you have the choice whether you want to enter your personal data or not. However, in order to make use of some of our services, the entry of your personal data is necessary. When you are asked to enter data, it will be specified which information is necessary to avail of the service and which information therefore must be entered, and which data is optional.
- b. Types of data and purpose of processing
- c. When offering services, we may process personal data. This concerns data such as your name, contact details, date of birth, gender, email address, and also data about your interests as a user of our website. This data may be known to us because you have indicated that you care about certain topics or because we have derived your interests from the way you use our websites or services.
- d. It may also be that you have given us access to certain data (e.g. location data, or through links with social media). In addition, financial information such as bank account number is processed when the user purchases a service through the website, to the extent that these data are necessary for the payment of the service.
- e. Bullet Models servers may also automatically record certain information, including the URL, IP address, browser type and language, and the date and time of the visit to the website.
- f. Bullet Models collects and processes personal data for the following purposes:
- g. for effectuating and implementing an agreement we have entered into with the user;
- h. to offer and deliver to you the agreed services, products and/or information, as well as to adapt these to your needs and desires;
- i. to allow you the opportunity to post and share information on our website, or - if the site includes this option - to contact other users;
- j. to invoice, in case of a paid service. Bullet Models never publishes information on her website, and the information isn't made available for third parties in any other case than the execution of the agreement. If the user refuses to pay, Bullet Models may transfer the claim to a third party such as a collection agency;
- k. to send the user, if the user has given his prior permission to Bullet Models, a newsletter, offer or other electronic messages;
- l. to send the user a service message or user information via e-mail;
- m. to comply with the rules and regulations applicable to us and for dealing with disputes and the execution of (audit) inspections;
- n. to comply with the applicable legislation and regulation and to deal with disputes and to perform (accountant) controls.
- o. In principle, Bullet Models will save your personal data for as long as it is necessary for the aforementioned purposes, or to comply with our statutory obligation.

### Sharing and publishing personal data

- a. Bullet Models can only share personal data with third parties after prior notice about what data needs to be shared and to what purpose and only if the user has given his prior agreement for the distribution of his personal data to third parties, unless one of the exceptions listed in b below applies.
- b. Bullet Models has the right to share personal data with third parties without prior notice:
  1. as part of a legal provision or legal procedure;
  2. to protect the rights of the property of Bullet Models;
  3. to prevent a crime or to protect the national security;
  4. when suspecting fraud or other illegal activities;
  5. when sharing the data of the candidate with the matching client is necessary to execute the agreement between Bullet Models and the user.
- c. Only if you have provided Bullet Models with (explicit) consent to do so, we can use your electronic contact details, such as your email address, for sending information and offers provided by third parties about their products and services.
- d. This kind of information and offers will always be sent from Bullet Models. This kind of information and offers of third parties will always be assessed by Bullet Models and sent by Bullet Models. The user can always withdraw any permission he has given for third parties to use these electronic contact details. He can withdraw this permission by:

Bullet Models postbox 15526 1001 NA, Amsterdam [models@bulletmodels.nl](mailto:models@bulletmodels.nl) KvK 34118491

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- e. Sending an e-mail to [administratie@bulletmodels.nl](mailto:administratie@bulletmodels.nl)
- f. Unsubscribing from this kind of commercial e-mail messages by clicking the link in the e-mail with the commercial message.
- g. The opportunity to unsubscribe from commercial e-mail messages is mentioned in every commercial e-mail the user receives.
- h. If the user withdraws his permission for using his data for direct marketing purposes, the use of the data will be stopped immediately.
- i. Bullet Models is entitled to share any anonymous information with third parties, such as the number of users who searched for a particular search term, or how many users clicked on a particular ad. On the basis of this data, specific users can be identified.

### **Opposition, access, rectification and removal of personal data**

- a. If you would like to know what personal data relating to you we have processed, if you would like to rectify this data or would like to have data removed in accordance with applicable regulations, you can send an email to [administratie@bulletmodels.nl](mailto:administratie@bulletmodels.nl) or send a letter to Bullet Models addressed to "Klantenservice Privacy Bullet Models", **postbus 15526 1001 NA Amsterdam**, mentioning 'access/rectification/removal of personal data'.
- b. The user can also mention the withdrawal of his personal data for commercial communication or for third parties. The user needs to mention his full name, address and place of residence. The message needs to include a copy of the user's ID card, this way Bullet Models knows the information has been sent by the right person. If we cannot (fully) establish to which personal data your request for access, rectification or removal relates, we may ask you to specify your request further. We will suspend the execution of your request until you have provided us with these (further) specifications. After dealing with your request, we will always send you a confirmation message.
- c. Bullet Models will end the use of the personal data for the purposes the user has requested as soon as possible after receiving the request and in case of a legal request for deleting or adjusting, Bullet Models will delete or adjust the personal data, unless Bullet Models has the legal obligation to save those personal data or when there are (other) compelling reasons against deleting or adjusting the data.

### **Talent registration**

- a. The decision whether or not to register a talent in the Bullet Models database rests entirely with Bullet Models and does not need to be explained by her.
- b. If a talent does not object to the general and financial conditions as stipulated in these Terms and Conditions within 5 working days after registration with Bullet Models, the talent is deemed to fully agree with its contents.
- c. Upon registration, the talent will provide Bullet Models with the personal details. The talent also provides Bullet Models with the possible available images of the talent. Bullet Models is entitled but not obliged to have images taken of the talent. The talent also hereby grants Bullet Models the permission to use her / his data and all image recordings in the broadest sense of the word for obtaining assignments to the talent through clients of Bullet Models, including, but not limited to, their placement on the Bullet Models website and presenting it to potential clients.
- d. The talent must ensure that any additional material supplied is free of rights, so that when using it the rights of third parties (such as the photographer) are not violated. The talent indemnifies Bullet Models against claims from third parties due to the lack of permission for use by Bullet Models or third parties.
- e. Talent registration with Bullet Models does not constitute an employment contract or agreement.
- f. Bullet Models is not an employer. The talent performs work for the benefit of a third party (the client), as a result of the work done by Bullet Models, namely mediation of the client and the talent. Bullet Models makes an effort to establish a booking agreement between talent and client. The talent is obligated towards Bullet Models at all times to fulfill the conditions of the intended booking agreement.
- g. Once registered with Bullet Models, the talent is expected to notify Bullet Models in case of any external changes to bodily appearance. The talent is responsible for his / her likeness to the visual material on the Bullet Models website and must pass on changes in his / her appearance a.s.a.p. to Bullet Models, so that after deemed suitable, the visual material can be replaced.
- h. The talent will submit address changes and new contact details to Bullet Models in a timely manner.

### **Rates**

- a. Rates are agreed upon between client, Bullet Models, and talent and are dependent on the nature and scope of the work activities and experience of the talent.
- b. The client has three options to book a talent: a daily rate, a half-day rate, and per hour. The daily rate covers bookings for one day with a maximum of 8 hours. The half-day rate consists of 4 consecutive working hours.
- c. Standard rates consist of a fee for activities and a fee for publishing rights.
- d. Fee for activities are as follows, unless otherwise agreed:  
Daily rate: charged for bookings of one day, in which the availability of the talent is limited to 8 hours.  
Fitting and rehearsals: for fitting/rehearsal before booking, the first two hours will be charged at 50% of the agreed hourly rate. Any additional hour will be charged at the normal booking rate.  
Casting: on request.
- e. Fee for publication right is as follows:  
Photo assignments: the standard rate includes the right to publish photographic material made on the day of the shoot, for a period of 1 year after first publication. This applies only to publication.

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- f. Rates and surcharge include agency fee and do not include sales tax. Bullet Models charges an agency fee on the standard rate, royalties, and special surcharges declared by the talent, including traveling time of the talent.
- g. The sum total of charges as described above together with any surcharges and VAT is the total amount owed by the client and constitutes the invoice amount.
- h. The talent agrees at all times to rates used by Bullet Models for both the booking and surcharges.
- i. The client shall notify Bullet Models of any changes and/or adjustments in which talent, material and/or publication rights are used differently than agreed upon between the client and the talent.
- j. travel and accommodation:  
If activities take place outside Amsterdam, the client compensates full travel costs:  
International travel and accommodation costs for international travel will be fully reimbursed by the client before start of travel.  
Travel and accommodation costs for talents living or staying abroad are fully charged to the client.

### Bookings

- a. A booking is an agreement between the client or his representative and the talent, created through the mediation of Bullet Models. The client or his representative makes bookings with Bullet Models for talents.
- b. Signature of the booking by the client and/or the talent and Bullet Models is binding for the respective parties.
- c. A booking is final in response to a written and / or verbal booking agreement made by telephone, by mail or by email, by text message or whatsapp.
- d. With a booking agreement there is no employment contract or an employment. Bullet Models is not an employer and mediates only for the benefit of talents and clients.
- e. The talent is obliged to perform the agreed activities carefully, independently and professionally in accordance with instructions from the client and Bullet Models.
- f. The talent undertakes towards Bullet Models as well as towards the client to perform the agreed activities in the day, time and manner as discussed and against the agreed remuneration.
- g. If the talent fails to fulfill the obligations as agreed in the booking, Bullet Models has the right not to pay the agreed amount or part of it.
- h. Booking options on a talent must be confirmed at the latest one business day before the start of any bookings to be executed.
- i. If another client wishes to book the relevant talent for the same day(s), the optant must decide at that time to convert the option into a booking agreement. If the option is not converted into a booking agreement then the option lapses and the other client can book the talent for that particular date.
- j. Cancellation of a booking by the client or the talent must take place no later than 24 hours before the agreed start of the working time. If cancellation is not received 24 hours prior to agreed start time, the client owes 50% of the agreed fee. For cancellation on the spot, the client owes the entire agreed fee.
- k. Bullet Models protects the interests and all other matters of its models.  
Bullet Models clients may not contact the talents directly for legal or financial affairs. Clients may not ask the models to sign contracts, unless prior agreement has been reached with Bullet Models in writing.  
The talent is not allowed to contact directly with clients about legal and / or financial matters. The talent is also not permitted to enter into direct agreements with clients without the prior written consent of Bullet Models.
- l. Contracts that go against these conditions and are signed without consent from Bullet Models are not binding for the model nor for Bullet Models.

### Invoicing

- a. Bullet Models invoices and collects for the talent the payment due by the client to the talent
- b. After the client has fully met his / her financial obligations towards Bullet Models, the agreed talent fee minus mediation fee will be paid to the talent.
- c. Payments must be made on the bank account of Bullet Models within 30 days after the invoice date. If the client has not responded within 7 days after the invoice date, the client is deemed to agree with the entire contents of the invoice.
- d. All costs incurred by Bullet Models for or on behalf of the talent to effect his / her rights, as well as all judicial and extrajudicial costs in the event of the engagement of an authorized representative, lawyer or bailiff, are at the expense of the client. Extrajudicial costs are payable by the client without any further summons or notice of default in all cases in which Bullet Models, whether or not for or on behalf of the talent, has had to call in an agent, lawyer or bailiff for the collection of an invoice due to non-payment of an invoice by Bullet Models and / or the talent or to enforce the rights of Bullet Models and / or the talent.
- e. The talent is responsible for the processing of fees in his / her declaration (s), will therefore take care of the payment of the tax due, etc. and is obliged to indemnify Bullet Models against claims from the tax authorities and / or social security benefits etc. to the point. If the talent is in possession of an independent declaration, the talent is obliged to send Bullet Models an invoice for the amount due, increased with VAT.

### Liability

- a. Bullet Models is not liable for damage or loss of the client or of the talent, of whatever nature, including damage caused by accidents, invalidity and death of the talent on the way to and from the place of recording/the shooting day, and during or as a result of direction /the shooting day/recording/ (talent) work.
- b. Both the client and the talent are obliged to be insured against liability for damage or loss arising during or in connection with the recording (s)/ shooting day / (talent) work. The talent is obliged to be insured for the

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costs of illness and incapacity for work. Client is liable for damage or loss suffered by the talent or by Bullet Models during, or in connection with the assignment (s) and / or the work / recordings.

### Materials

- a. Any other use or re-use of pictures and film material is prohibited unless Bullet Models has explicitly given permission in writing. Bullet Models is obliged to supply their consent and the remuneration that they receive for it in writing. In order to protect the models and the models for whom Bullet Models acts as a mediator the following applies: the fact that a written proposal or a copy thereof is lacking in Bullet Models administration is binding proof of the fact that the required permission for the portrait rights has not been given.
- b. Publications of models that include text, computer or other simulations, images, background or any other effects that violate the truth or the model's respectability are prohibited.
- c. Use of the models' portrait is protected by Copyright. The conditions stated in the Copyright law regarding these portrait rights remain unimpaired.
- d. In case of unauthorized publication by the client or any of his employees, it is justified for Bullet Models to set the fee for the portrait rights at their own discretion, plus an additional fee of 1500 EUR per model, for each year or part thereof that the unauthorized publication lasted. The fee is owed by the client.
- e. In case of repeated violation of the prohibition mentioned in article a. and b. the violator is held to pay the portrait rights per model for a period of 5 years, worldwide, for all media and means of publication.
- f. The image and / or film material of the talent produced by Bullet Models remains the property of Bullet Models. The talent also hereby grants Bullet Models permission to use her / his image and / or film recordings in the broadest sense of the word for promotional purposes of Bullet Models, including, but not limited to, their placement on the Bullet Models website, (photography) websites of Max Vos de Wael and social media related to Bullet Models and / or Max Vos de Wael.

### Payment options for the talents of Bullet Models

Bullet Models can pay in two different ways:

- a. Payout via a model agreement  
The talent can use a model agreement. If you work according to a model agreement, there is no salaried employment and the client does not have to deduct and pay any wage tax and national insurance contributions.  
You can find model agreements on [www.belastingdienst.nl/ozo](http://www.belastingdienst.nl/ozo)
- b. Payout via a payroll company  
The talent can also be paid through a payroll company. You can see a payroll company as an employment agency, but then an employment agency that does not mediate, Bullet Models does in this case. The compensation company ensures the deduction and payment of taxes and premiums to the tax authorities. You must then register with them.  
Stichting Raakvlak: <http://www.raakvlak.nl/nl/pages/mainpage.php>

### Dutch law

Dutch law applies to these conditions. All disputes between client or talent and Bullet Models, or between client and talent, will be exclusively judged by the competent court in Amsterdam.