

COOPERATION AGREEMENT



THE UNDERSIGNED

- I. **Cellar Agency** with offices at Stauntonstraat 9 in Utrecht, Chamber of Conference: 80899986, legally represented by V.L. (Vera Liza) Kooy.

AND

- II. **XXXXXXX**, living in XXXXXXXX, born on XXXXXXXX, under the name of **XXXXXX**

after this called "**Talent**";

Cellar Agency and Talent together will be called "**Parties**" after this;

TAKE THE FOLLOWING INTO CONSIDERATION

- A. Cellar Agency is a creative agency that actively and using its network and expertise, mediates in the realisation of agreements between clients and the talents from its portfolio (after this: "**Agency activities**") for the performance of talent activities by the Talent for the benefit of the client, including but not limited to fashion shows, photo and film shoots and presentation activities (after this: "**Talent Activities**").
- B. Talent wishes to use the services of Cellar Agency.
- C. The parties wish to record in this agreement the conditions under which Cellar Agency will perform the Agency activities for Talent (after this: "**Agreement**").

AGREE TO THE FOLLOWING

1. OBJECT TO THE AGREEMENT

1.1 Cellar Agency mediates in concluding agreements between Talent and the customer. Cellar Agency enters into an agreement with the customer on behalf of the

Talent, based on which the Talent will perform talent work for the customer's benefit. The Talent does not commit itself to performing work in this Agreement.

1.2 The parties expressly do not intend to enter into an employment contract within the meaning of Article 7:610 et seq. of the Dutch Civil Code and do not intend to establish an employment relationship regarded as a (fictitious) employment relationship for payroll taxes.

2. OBLIGATIONS CELLAR AGENCY

Cellar Agency will try to obtain assignments for the Talent to perform talent activities. Cellar Agency will bring the Talent to the attention of the customer and any foreign agencies, including utilising test photos taken by the Talent, promotional films and by listing and updating a profile of the Talent on Cellar Agency's website.

3. OBLIGATIONS TALENT

The Talent must be responsible and representative in the context of the Talent work to be performed. This is important for the success of the Talent and the good name of Cellar Agency.

4. DURATION OF THE AGREEMENT

4.1 This Agreement takes effect on the day of signature and is entered into indefinitely.

4.2 Parties may terminate this Agreement prematurely in writing with due observance of one calendar month notice period.

4.3 If one of the Parties terminates this Agreement, the Parties will not express themselves negatively about the other.

5. CONFIDENTIALITY

The Talent will, both during this Agreement and after its termination, thoroughly observe secrecy vis-à-vis third parties concerning the matters referred to in Article 9.1 compensation for the talent work and all data concerning Cellar Agency and the customers of Cellar Agency of which the Talent knows or should know the confidential nature.

6. INTELLECTUAL PROPERTY

All intellectual property rights to the visual material resulting from the performance of the Talents activities via Cellar Agency accrue to Cellar Agency. Cellar Agency and Talent have intellectual property rights over the images.

7. REIMBURSEMENT, BILLING AND PAYMENT

7.1 Cellar Agency negotiates with the client on behalf of the Talent the fee for the talent work (after this: "**Fee**") and collects this Fee on behalf of and for the benefit of the Talent.

7.2 The Talent owes Cellar Agency a commission of 25% (ex VAT) of each fee for the Agency activities, whereby the fee ex VAT is taken as the starting point. Cellar Agency will deduct this commission from the Fee received on behalf of the Talent.

7.3 Any costs advanced by Cellar Agency related to the performance of the Talent Work, such as costs for airline tickets, will always be deducted by Cellar Agency from the following Fee to be paid to the Talent.

7.4 The situation in which the Fee cannot be collected from a customer is entirely at the expense and risk of the Talent.

7.5 Possible supervision costs amount to 50 EU per day and will be processed on the statement after consultation.

7.6 When switching to another mother agency after contract termination within two years, the whole statement must be paid off by talent or a new agency.

7.7 If the talent stops and does not return to the industry within two years, the statement will not have to be paid off.

8. LIABILITY AND INSURANCE

8.1 The Talent indemnifies Cellar Agency against claims for damages from third parties resulting from Talent's failure to comply with this Agreement or an agreement concluded by the Talent with the customer.

8.2 The Talent declares that it has taken out adequate insurance policies that provide sufficient cover against damage related to the talent activities.

9. SELF-EMPLOYED BUSINESS & TAXES

9.1 The Talent expressly declares to be aware that Cellar Agency cannot guarantee talent work and that, ultimately, the customer determines which talent is booked.

9.2 The Talent is responsible for keeping records of the Fee obtained and paying premiums and taxes on it, insofar as required by law and obtaining expert advice. The Talent will ensure that the invoice referred to meets the legal requirements and that VAT is collected and paid correctly insofar as required by law.

9.3 Notwithstanding the provisions of Article 1.2 and only to the extent permitted by applicable laws and regulations, the Parties agree that Cellar Agency is not liable for any additional assessments and/or fines in respect of (the payment of) premiums and taxes, including in any case, this should consist of wage tax and national insurance

contributions, about the Fee, that these (additional) levies and/or fines are for the account of the Talent and that the Talent undertakes to indemnify Cellar Agency in this respect and to indemnify it against all damage, claims, fines and costs arising from and/or related to those as mentioned earlier (additional) levies.

10. CHANGES, ADDITIONS AND TRANSFER

Changes and/or additions to the provisions of this Agreement are only binding if agreed in writing. The rights and obligations under this Agreement are not transferable unless otherwise stated herein Agreement.

11. LAW AND FORUM CHOICE

11.1 Dutch law applies to this Agreement and everything related to it.

11.2 Disputes concerning this Agreement, or everything related to it or arising from it, will be submitted to the competent court in Amsterdam.

In duplicate,

Date: 16.03.2023

Date: XXXXXXXX

Place: Utrecht

Place: XXXXXXXX



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Cellar Agency

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Vera Liza Kooy