



General Terms and Conditions of Matching Marketing & Communications LTD and Matching Models Management LTD subsidiaries of The Matching Business PLC and The Matching Group Holding.

Matching Models Management and Matching Marketing and Communications with registered office at Fulham Road 585A, London SW6 5UA and which is registered at the London Chamber of Commerce (hereinafter: "MMM and MM&C"), is a modelling agency and marketing agency in the broadest sense of the word. This includes acting as agents for, selecting and providing beautiful people - in particular, but not only - models, secretaries, personal assistants, receptionists, hostesses, dancers, actors/actresses, promotional staff, catering staff, cocktail shakers, stylists, beauticians, hairstylists, photographers, camera crew and production staff. Where applicable and required, styling (hair, make-up and clothing) is also provided. MMM and MM&C also create full-service concepts in the area of marketing and (experience) communication. Unless expressly agreed otherwise in writing, the general terms and conditions as set out below shall apply whenever the services of MMM and MM&C are used. The general terms and conditions as set out below shall further take precedence in the event the Client or Contractor also employs general terms and conditions, unless expressly agreed otherwise in writing.

Article 1 Definitions

In these general terms and conditions, and in an agreement to which these apply, the terms below shall have the following meanings:

1.1 Client: the legal or natural person which/who has commissioned MMM and MM&C Management and/or Matching Marketing and Communications.

1.2 Agreement: an agreement between the Client and MMM or MM&C, as well as an agreement between MMM or MM&C and the Contractor.

1.3 Contractor: In particular, but not only the following people who perform or work for MMM MM&C:

Models, secretaries, personal assistants, sales staff, receptionists, hostesses, dancers, actors/actresses, artists, promotional staff, catering staff, cocktail shakers, stylists, beauticians, hair stylists, photographers, camera crew and production staff.

1.4 Production date: the (first) date on which goods ordered, hired or purchased by MMM and MM&C pursuant to the agreement are actually delivered and/or on which services are received.

1.5 Venue/Time: the place and time as agreed on by the Client and MMM and MM&C where (a portion of) the agreed goods and/or services are respectively delivered or performed, as well as the place and time as agreed on by MMM and MM&C and Contractor where (a portion of) the agreed goods and/or services are respectively delivered or performed.

1.6 In writing: the delivery in person or dispatch by ordinary post, registered post, fax or e-mail of notices, at the expense and risk of the sender.

1.7 Fee: the financial remuneration charged by MMM and MM&C (time-based or otherwise), all amounts charged exclusively by the Contractors of MMM and MM&C and/or other claims of third parties, including taxes and contributions, if applicable, as well as the financial remuneration charged by the Contractor (time-based or otherwise).

Article 2 Applicability of the Terms and Conditions

2.1 These general terms and conditions shall apply to every request by the Client to MMM and MM&C for an offer/proposal, to offers/proposals from the Client, commissions from the Client and to all agreements concluded and to be concluded between MMM and MM&C and the Client, as well as any (legal) acts

performed or to be performed on the Client's behalf, including agreements that Client concludes with third parties in this regard. These general terms and conditions shall further apply to every request by the Contractor to MMM and MM&C for an offer/proposal, to offers/proposals from the Contractor and to all agreements concluded or to be concluded between MMM and MM&C and the Contractor, as well as any (legal) acts performed or to be performed on the Contractor's behalf, including agreements that the Contractor concludes with third parties in this regard.

2.2 Deviating provisions of the Client and/or third parties shall only apply if and to the extent that these are expressly accepted in writing by an authorised representative of MMM and MM&C. Deviating provisions of the Contractor and/or third parties shall only apply if and to the extent that these are expressly accepted in writing by an authorised representative of MMM and MM&C.

2.3 If a provision of these terms and conditions (and/or any future agreements) proves to be invalid or is set aside, the validity of the remaining provisions of these terms and conditions (and/or any future agreements) shall not be affected thereby. In that case, a provision shall be included in these terms and conditions (and/or future agreements) to replace the one that is invalid or has been set aside and which shall, as far as possible, approximate the intention of the parties.

2.4 If MMM and MM&C conclude an agreement with two or more natural or legal persons, each such natural or legal person shall be jointly and severally liable for the obligations arising from the agreement towards MMM and MM&C.

2.5 MMM and MM&C shall perform each agreement to the best of its ability and is entitled to engage third parties for that purpose.

Article 3 Offer, Order and Instruction

3.1 All offers, quotations, cost estimates, etc. provided by MMM and MM&C, both separately and in price lists, and whether orally, in writing, telephonically, by fax, e-mail or otherwise, shall be entirely without obligation and may accordingly be revoked by MMM and MM&C, unless expressly agreed otherwise in writing.

3.2 All information and/or specifications provided with an offer, etc. shall always serve purely as an estimate and only be binding on MMM and MM&C if confirmed expressly and in writing.

3.3 Any offer, etc. by MMM and MM&C that is not accepted within 14 days or other stated period by means of a written or e-mail order shall lapse, unless expressly agreed otherwise in writing.

Article 4 Delivery

4.1 Delivery of goods shall take place at the agreed place against the agreed purchase price. Unless expressly agreed otherwise, the purchase price of goods does not include the costs of transport, insurance, hoisting and tackling, hiring temporary services, etc.

4.2 The risk of loss, theft and damage in goods shall pass to the Client upon delivery to the Client. However, if the services of a carrier are used for delivery, whether at the Client's request or otherwise, risk for loss, theft and damage shall pass to the Client at the moment the goods are handed over to the carrier.

Article 5 Obligations of the Client

5.1 The Client must guarantee in all cases that it is adequately insured against any random damage, including but not limited to direct and indirect damage, which arises as a result of its legal and/or physical acts and/or omissions, or those of third parties it engages, during the performance of the agreement.

5.2 Unless otherwise agreed, the Client shall at its own expense ensure adequate measures to guarantee the safety of Contractors and visitors during an event and/or other occasion organised or performed pursuant to an agreement. If arrangements have already been made with regard to the aforementioned measures, MMM and MM&C shall nevertheless be entitled to make additional demands in this regard, if changes in circumstances necessitate it.

5.3 If the Client takes or has taken inadequate measures to guarantee the safe performance of an event and/or other occasion, MMM and MM&C shall be entitled to fully or partially call off the event and/or other occasion (with regard to its activities) and the Client shall then not be entitled to claim for damages or a discount on the price agreed with MMM and MM&C.

5.4 The Client shall be responsible for payment of the fees due to Music Performance Rights Organisation "MPRO". If MMM and MM&C receive an additional assessment from MPRO relating to the performance of the agreement, it shall pass on those costs to the Client.

5.5 The Client shall bear the risk of the (accuracy of) measurements, specifications and/or other information related to the performance of the agreement.

5.6 The Client shall assume responsibility for third-party authorisation or permits that are required for the performance of an agreement, unless agreed otherwise in writing.

5.7 The Client is responsible for the treatment or neglect of visitors during (part of) an event and/or other occasion, fully or partially organised or performed by MMM and MM&C pursuant to an agreement.

5.8 Once Client contacted MMM and MM&C to hire services, Client may not, without MMM and MM&C involvement, directly or indirectly perform or have work performed for a MMM and MM&C contractors or (ex) employee without MMM and MM&C prior, written consent, for a period of two years as calculated as from the date on which MMM and MM&C completed his/her work for the Client. If the Client breaches the provision of this article, he/it shall be liable to pay MMM and MM&C an amount 20 times that which would have been payable had the work been completed through the agency of MMM and MM&C.

Article 5.8 Penalty Clause

In the event of breach of article 5.8, the Client shall be liable to pay MMM and MM&C an immediately enforceable penalty of twenty times the relevant invoice amount, without the need for a notice of default. In addition to the penalty referred to in the previous sub-article, the Client shall remain fully liable to MMM and MM&C for all damage resulting from a breach of Article 5.8

Article 6 Liability

6.1 MMM and MM&C shall not in any way be liable, towards the Client, Contractor or any third party for any damage and/or costs of any nature that arise either during the time work is performed or in connection with the work that is performed. The Client and Contractor expressly indemnify MMM and MM&C against any claim by or on account of third parties.

6.2 MMM and MM&C shall not be liable for any damage caused to the Client or third parties by Contractors during the performance of an order, even if such damage is caused by the Contractor's inadequate performance.

6.3 The inability of a Contractor to work, as well as all other circumstances that constitute force majeure for the Contractor, shall serve as force majeure for MMM and MM&C. MMM and MM&C undertakes to immediately inform the Client of the circumstances referred to in this article as soon as it becomes aware or is notified thereof.

6.4 In the event MMM and MM&C are held liable for any damage suffered by the Client, Contractor and/or third parties, such damage shall be limited to a maximum of double the price or fee, as recorded in the order confirmation, excluding any surcharges, unless it is proved that the partners of MMM and MM&C have acted deliberately or been grossly negligent.

6.5 The Client indemnifies MMM and MM&C against all claims that the Industrial Insurance Board or Tax Authorities may wish to enforce against MMM and MM&C.

6.6 The Client undertakes to have third party insurance in place during the performance of the (agreed)work. The Contractors undertake to have third party and medical insurance in place during the performance of the work.

Article 7 Accidents

7.1 MMM and MM&C shall not be liable towards the Contractor, Client and/or third parties for accidents, (permanent) invalidity or the death of the Contractor whilst en-route to or from the work venue.

Article 8 Casting details and lists

8.1 MMM and MM&C shall not be liable towards the Contractor, Client and/or third parties for mentioning any incorrect details or physical measurements of the Contractor that differ from what is stated in its records.

Article 9 Independent Contractor for Tax Purposes

9.1 Contractors who (create the impression) from a tax perspective (that they) are independent contractors and/or independent professionals must ensure they have a valid VAT number, a Declaration of Independent Contractor Status and a copy of their passport. If the Contractor does not furnish a valid VAT number, Declaration of Independent Contractor Status and/or copy of his/her passport, MMM and MM&C shall be entitled to withhold the Contractor's fee until the outstanding documentation is furnished.

9.2 If MMM and MM&C are confronted with an additional assessment for wage tax and any penalties because the Contractor, in the view of the Tax Authorities, is in the (fictitious) service of MMM and MM&C, the Contractor must pay such additional assessment and penalties

Article 10 Approaching the Contractor outside MMM and MM&C

10.1 Once MMM and MM&C has acted as their agent, Contractors may not, without MMM and MM&C involvement, directly or indirectly perform or have work performed for a Client without MMM and MM&C prior, written consent, for a period of two years as calculated as from the date on which the Contractor completed his/her work for the Client. If the Client breaches the provisions of this article, he/it shall be liable to pay MMM and MM&C an amount 20 times that which would have been payable had the work been completed through the agency of MMM and MM&C.

Article 11 Penalty Clause

11.1 In the event of breach of Article 10, the Client shall be liable to pay MMM and MM&C an immediately enforceable penalty of twenty times the relevant invoice amount, without the need for a notice of default. In addition to the penalty referred to in the previous sub-article, the Client shall remain fully liable to MMM and MM&C for all damage resulting from a breach of Article 10.

Article 12 Complaints

12.1 All complaints must, on penalty of forfeiture of rights, be submitted by registered letter, within two months after:

- delivery of the goods and/or services for activities organised by the Client;
- advising on / organisation of / conclusion of written agreements (including supplements and/or amendments, as well as all (legal) acts in preparation for that agreement) for activities organised by the Client;
- the moment when the problem with regard to the activities by MMM and MM&C and/or the goods and/or services supplied by MMM and MM&C could reasonably have been detected.

12.2 Complaints relating to invoices must also be submitted in writing, within a month after the invoice date.

Article 13 Reservation of Ownership and Security

13.1 MMM and MM&C reserves ownership over all goods until the price of all goods that it has delivered or will deliver has been received in full and until all claims that it has in relation to the delivery of goods, services that have been or will be performed and any claim it has due to the Client's breach of his/its obligations under their agreement, including collection costs, interest and penalties, have been paid in full.

13.2 Ownership in the goods shall only pass once full payment of all the claims referred to in the previous sub-article have been paid in full.

Article 14 Force Majeure

14.1 In the event of circumstances beyond its will and/or control that are of such a nature that full or partial fulfilment of the agreement can no longer be reasonably demanded from it, MMM and MM&C shall be entitled to fully or partially terminate the agreement and/or suspend the performance thereof, without any obligation to pay compensation for damages.

14.2 Circumstances that qualify for the purposes of the previous sub-article include: abnormal weather conditions, illness, non-delivery, incomplete delivery and/or late delivery from suppliers, war and threat of war, full or partial mobilisation of armed forces, bans on imports and exports, measures adopted by the Britain or

foreign governments that make the performance of the agreement more difficult and/or more expensive than foreseen at the outset, frost, strikes and/or sit-ins, epidemics, traffic disruptions, loss or damage caused during transport, fire, theft, energy supply interruptions, machine breakdowns, all in both its business or that of third parties from which it must fully or partially obtain the necessary materials, raw materials or semi-manufactured products, as well as all other causes beyond MMM and MM&C will and/or control.

Article 15 Suspension and Cancellation

15.1 The Client shall not be entitled to suspend and/or set-off any payment.

15.2 In the case of the supply of services, the Client shall be entitled to terminate the agreement and/or cancel the order without stating reasons, provided it pays the following percentage of the fee agreed for the full performance of the agreement/order, unless agreed otherwise in writing:

a) in the event of postponement or cancellation no later than 100 days before the production date, at least 50% of the fee;

b) in the event of postponement or cancellation in the period between 100 days and 25 days before the production date, at least 75% of the fee;

c) in the event of postponement or cancellation no later than 25 days before the production date, 100% of the fee.

Article 16 Price, Invoicing and Payment by the Client

16.1 Unless otherwise agreed in writing, the agreed price is stated in Sterling Pounds and excludes VAT and any other government levies.

16.2 Alterations, including additional costs to the original order of any nature, introduced by or on behalf of the Client, which results in higher costs than could be envisaged at the time of quoting, shall be charged additionally to the Client.

16.3 Unless expressly agreed otherwise in writing, payment must be made within 30 days of the invoice date. MMM and MM&C shall be entitled to agree advance payment and to require advance payments in the future, even if not previously agreed upon, if it doubts the solvency of the other party. This shall be the case, inter alia, when assets of the other party are attached or when it fails to pay several of its creditors punctually.

16.4 If payment is not received within 30 days of the invoice date, the Client shall be liable to pay interest at the statutory rate, for which purpose part of a month shall count as a whole month. All judicial and extrajudicial costs that MMM and MM&C incur as a result of the Client's breach must be refunded as resultant damage by the Client. The extrajudicial costs shall be deemed to amount to at least 15% of the amount the Client owes MMM and MM&C.

Article 17 Payment of Contractors

17.1 MMM and MM&C shall be entitled to suspend payment to its Contractors until it receives payment from the relevant Client.

17.2 In principle, MMM and MM&C applies a thirty day payment period to its Contractors.

Article 18 Termination and Dissolution

18.1 Notwithstanding its further rights, MMM and MM&C shall be entitled to fully or partially terminate the agreement in writing, without any prior notice of default, if :

- The Client is in breach of one or more of his/its obligations under the agreement;

- The Client is declared bankrupt, makes application for a (provisional) moratorium on the payment of his/its debts, falls under the provisions of the Debt Rescheduling (Natural Persons) Act, his business closes down or is liquidated, if a substantial portion of his assets is attached or if he transfers his business to third parties. In the event of termination, risk in the goods that have already been delivered remains with the Client.

The items must be made available for and be collected by MMM and MM&C.

18.2 If the Client has already received services under the agreement at the time of termination, such services and the associated payment obligation may not be revoked, unless the Client can prove that MMM and MM&C was in breach of performance in relation thereto. Amounts that MMM and MM&C invoice before termination in relation to that which has been properly performed or delivered, remain due, with due consideration of the previous sentence, and shall become immediately payable upon termination.

Article 19 Intellectual Property Rights

19.1 Unless agreed otherwise in writing, all intellectual property rights arising from the agreement or associated work shall vest in MMM and MM&C.

19.2 By giving an instruction to duplicate, edit or reproduce objects protected by copyright or any other industrial property right, the Client declares no infringement of the copyright or any other industrial property rights of third parties has taken place and indemnifies MMM and MM&C both judicially and extrajudicial for all the consequences, financial or otherwise, resulting from such duplication, editing or reproduction.

19.3 Sound or image recordings of the Contractors may not be made during an event and/or other occasion without MMM and MM&C consent. MMM and MM&C can use images taken at the event included their own models for her own use (website, social media advertisement)

19.4 The Client undertakes to use material only for the purpose for which it has been delivered.

19.5 At all times – therefore even when a written agreement is reached in derogation from this article, whereby copyright passes to the Client - MMM and MM&C reserve the right to carry out their own advertising using the delivered product.

19.6 Unless the parties agree otherwise in writing, the Client shall refrain from using ideas or proposals, (whether fully elaborated or otherwise) of MMM and MM&C and/or third parties in relation to the supply of goods and/or services by MMM and MM&C, in order to repeat an event and/or other occasion itself without involving MMM and MM&C.

19.7 The Client shall not be entitled to use the items referred to in this article for commercial and/or advertising purposes, unless the parties have a prior, written agreement to that effect.

19.8 In the event of a breach of this article, the Client shall forfeit an immediately enforceable penalty to MMM and MM&C, which cannot be reduced by the Courts, of £ 10,000 (ten thousand sterling pounds) for each instance of breach and/or each day that such breach continues, without prejudice to MMM and MM&C right to claim full damages from the Client.

19.9 When storing, using, adapting and processing items entrusted to it by the Client, MMM and MM&C must apply the same standard of care that it applies to its own property.

19.10 The copyright to photographic, film and/or video material, in the broadest sense of the word, shall vest in MMM and MM&C, or in the third party it engages if MMM and MM&C have agreed thereto. Contractors may not lay claim to any copyright against MMM and MM&C or third parties.

19.11 MMM and MM&C shall be entitled to distribute photographic, film and/or video material depicting the Contractors to (potential) Clients. MMM and MM&C shall further be entitled to publicise this material for advertising purposes on its own website or via publications for (potential) Clients. The provisions of this article shall apply without the need for consent by either the Contractor or the Client.

Article 20 Exclusivity

20.1 In principle, the Client does not have a right to exclusivity with regard to the activities of MMM and MM&C. If the Client requires exclusivity, prior written arrangements must be made in this regard with MMM and MM&C. Special rates to be determined in consultation with the Client shall apply for exclusivity.

Article 21 Photographic, Film, Video and/or Other Material

21.1 The Client is not permitted to use any photographic, film, video and/or other material obtained of the Contractors for purposes other than those recorded in the Order Confirmation.

Article 22 Disputes

22.1 British law shall apply to the legal relationships between MMM and MM&C and the Client, as well as between MMM and MM&C and the Contractor, and at least to all actions carried out by MMM and MM&C, including agreements that it concludes.

Addendum to the General Terms and Conditions on Electronic Data Communications

This addendum forms an integral part of the applicable general terms and conditions.

Article 1 E-mail Messages

1.1 In the context of these general terms and conditions and all agreements, e-mail messages may be regarded equivalent to written declarations.

1.2 In the event of a dispute as to the receipt or transmission of e-mail messages, MMM and MM&C log file data shall serve as conclusive evidence.

1.3 E-mail messages are deemed to have been received if they can be accessed by the other party, which in each case is understood as the moment such messages enter the recipient's inbox.

Article 2 Telecommunication Facilities

2.1 The party using telecommunication facilities shall be responsible for the choice thereof. If MMM and MM&C uses telecommunication facilities, it shall be liable for the damage resulting from any data corruption or transmission delays on account of the transport thereof, notwithstanding the other provisions of the general terms and conditions, however only to the extent this damage can be recovered from the relevant telecommunications operator.

Article 3 Materials and Digital Information

3.1 All materials and digital information that relate to the order and are made available to MMM and MM&C in that context shall be returned to the Client at its first request, however only after the Client has fulfilled all its obligations towards MMM and MM&C. The Client shall bear the cost of all data carriers required for this purpose. The same applies to the Client with regard to MMM and MM&C materials and digital information, unless otherwise agreed.

Article 4 Data and Files

4.1 These terms and conditions shall apply to the MMM and MM&C website and all services offered via the website.

4.2 MMM and MM&C uses a statistical program that registers how often the MMM and MM&C website is visited and via which links, etc.

Article 5 Intellectual Property Rights

5.1 If the Client sends MMM and MM&C a notice, stating for example that such notice may be posted on the MMM and MM&C website, it simultaneously gives MMM and MM&C the right to publicise such notice (including the Client's stated name) and to reproduce and/or edit such notice, without any payment being due for this purpose.

5.2 All intellectual property rights relating to the MMM and MM&C website, including the software, texts, images and sounds, vest in MMM and MM&C and/or those from whom MMM and MM&C has acquired a license. This means, inter alia, information on the website may not be publicised, reproduced and/or edited, other than for personal use, without MMM and MM&C consent.

Article 6 Information via the MMM and MM&C website

6.1 The information on the MMM and MM&C website has been compiled with the greatest care. MMM and MM&C can however not guarantee that the information on the site is at all times complete and accurate. As the user, the Client is responsible for his/its own decisions and associated actions taken on the basis of this information.

6.2 Information on the MMM and MM&C website may be adapted from time to time. The same applies to the general terms and conditions that are applicable to other services that are offered via the website. The amended terms and conditions shall take effect as soon as these have been published on the website.

6.3 The MMM and MM&C website contains links to third-party websites. Although MMM and MM&C selects these websites as carefully as possible, it can however not warrant the content and functioning of third-party websites.

Article 7 Formation of the Agreement

7.1 The agreement between the Client and MMM and MM&C shall also come into effect when MMM and MM&C receives electronic proof of receipt of the Client's approval, or when such approval is implied by the Client.