

LIFELIKE SA Corso San Gottardo 16 – CH 6830 CHIASSO - TI TRADE REGISTER NUMBER: CH-501.3.017.257-2

SWISS VAT NUMBER: CHE-178.566.624 IVA

Date___

LIFELIKE SA Corso San Gottardo 16 CH 6830 Chiasso - TI

To the kind attention of:

The Agency

The actor/actress

Subject: Financial and Standard Condition

1. Involvement, Budget and Costs

The service will be remunerated as follows:

- Forfeit of € (gross price) all inclusive for 4 days of shooting (this total amount is inclusive of all any extra expenses: social charges, taxes etc that will always be in any case at actor/actress's charge).

- Forfeit of € (gross price) all inclusive for 3 days of shooting (this total amount is inclusive of all any extra expenses: social charges, taxes etc that will always be in any case at actor/actress's charge).

- Forfeit of € (gross price) all inclusive for 2 days of shooting (this total amount is inclusive of all any extra expenses: social charges, taxes etc that will always be in any case at actor/actress's charge).

- Forfeit of € (gross price) all inclusive for 1 day of shooting (this total amount is inclusive of all any extra expenses: social charges, taxes etc that will always be in any case at actor/actress's charge).

- Agency Commission: a commission of % in addition to the forfeit fee given to the actor will be paid to the agency.

- Low cost Flights (EU city-Milan/Milan-EU city) with hold luggage, hotel, transfer from/to Italian Airport, lunches for the days of shooting will be booked and covered by Lifelike.

- Dinner and transfer from/to the home airport will NOT be covered by LIFELIKE.

2. Procedure of Invoicing and Payment

In order to work together in an optimal way, we would like to share with you some details regarding the administration issue:

The invoicing should be done to: **LIFELIKE SA**, located in Chiasso (TI), Corso San Gottardo 16, 6830, Switzerland CHE -178.566.624 IVA, under the following conditions:

- direct invoicing of the gross amount agreed between the actor/actress and LIFELIKE, through the form of the fiscal receipt when the actor/actress has not a VAT number (draft herewith attached)
- direct invoicing of the gross amount agreed between the actor/actress and LIFELIKE, through an Invoice when the actor/actress has a VAT number
- direct invoicing of the commissions of 10% between the Agency and LIFELIKE through an invoice

The Agency and the Actor/Actress will provide LIFELIKE with the required bank information to allow bank transfers (bank name, bank account holder, IBAN number, BIC/SWIFT number).

Invoices and/or receipt shall be issued at the end of the project (after the last shooting day).

The payment of the invoice and the receipt is 60 days end of month from the date of the invoice through bank transfer.

If the end customer decides to change the date of the shooting only a couple of days before the beginning of the shooting, LIFELIKE SA shall not be held liable to the actor/actress and no refund or payment shall be due to the actor/actress or his/her Agency.

3. Insurance

For the recording in our studios, we have a third part insurance covering when in Lifelike premises. There will be no insurance for the travel and lodging.

4. Confidentiality

a) *General confidentiality.* The agency and the actor agree to maintain complete confidentiality of news, information and data provided or otherwise acquired during the course of the relationship, which are related to Lifelike and/or Lifelike's Partners and which have been declared, in written or oral form, by either part as confidential; this obligation will continue to be in force even after termination of the Agreement by any reason for a period of 3 (three) years from termination. The agency and the actor mutually undertake their obligation, as refer to the management, conservation and transmission of information classified as confidential, to adopt security measures to protect and ensure the confidentiality of those. The confidentiality obligations in this article will not apply to information which is or becomes public knowledge without liability of Lifelike, is legitimately requested by the administrative authorities or competent court. Agency and actor declare that they will not infringe any third party rights, and that each party will keep the other free from any and all claims of third parties arising out of each party infringements.

b) *Technical information.* Except as required from the production (by using information previously approved by Lifelike), the agency and the actor agrees to keep secret and confidential all technical development and functional analysis information related to the Products that Lifelike may disclose, including that information related to the anticipation of new technological development carried on by Lifelike.

5. Shooting technical Information

We share here below some very **IMPORTANT** information about the shooting:

- We work with the Chroma key technology so green clothes cannot be used.

- Please bring clothes without stripes or similar and prefer light-one-color clothes.

- For technical reasons we strongly recommend to use contact lenses and NOT glasses to read our teleprompter. We use a Chroma key technology, that works with a ring on the camera; on this ring there are some green led that reflect on the lenses. During the post-production we could have problems, for this reason we <u>cannot work</u> with glasses).

Date,_____

Actor's Signature

Agency's Signature

TALENT RELEASE

I, the undersigned	
born at	
the	
living at, street	, road number
zip code	Phone number
email address	Fiscal code / VAT number

concerning my participation to the shooting of audio/photo/video sequences made in the course of the year ______, in the studios of Lifelike SA, located in Sulbiate (Milan province) or in any location indicated by the aforementioned company, as an author and/or speaker and/or extra,

ALLOW

1. hereby, under the terms and by the effects of the legislative decree on privacy, Lifelike SA company to record my image and any potential artistic performance, my voice and my name, using television, cinema or photographic means, which gives the company the right, but not the obligation, either to keep them, copy them, release them, print them, publish them and show them, by any mean now known or that will be invented, under any form, for a duration of 50 years, in the whole world, and this with the aforementioned programme, or separately, even by total or partial selling to a third party.

2. I release Lifelike SA from all liabilities concerning a potential incident that may occur during my participation, except if it is the direct responsibility of Lifelike SA, by declaring in particular that my physical and athletic abilities allow me to perform the afore mentioned performance, and that the location of the production that I checked was suitable for the performance to go on safely.

3. I acknowledge Lifelike SA's right to proceed to the largest exploitation rights of the sequences for publicity purposes in accordance with the modes that she may decide.

4. I duly note that the personal data that I provided in the hereby document will be used by you, with or without the help of electronic tools and any potential software, to be processed according to the legislative decree on privacy.

Considering the above, I confirm my agreement to the utilization of my image and my other data, as aforementioned.

Date ______ Signature _____

I also confirm that I authorize Lifelike SA to communicate the aforementioned personal data in favour of the indicated addressee and within the limits of the mentioned purposes. I specifically approve the following provisions: 1), 2), 3), 4)

Date ______ Signature _____