

**FRAMEWORK AGREEMENT FOR THE PROVISION OF A LOCATION FOR A PHOTO,
VIDEO OR FILM SHOOT AND EVENTS.**

BETWEEN: (1) **Studio Scott BV**, with head office at Schuttersstraat 14A, 8500 Kortrijk,
registered at the BCE/KBO under nr. 0681.880.009.

Hereinafter called "**Studio Scott**";

AND: (2) Name:
Address:

Phone:

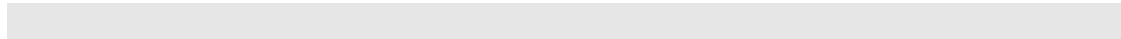
Email:

Hereinafter called the "**Owner**",

Hereinafter, Studio Scott and the Owner are jointly called the "**Parties**" and each individually the "**Party**".

CONSIDERING THAT:

- (A) Studio Scott specialises in the search and inventory of locations in view of the provision of these locations to professional photographers and directors for different types of photo, video, or film shoots and events (hereinafter called the "**User**").
- (B) The Owner wants to put the property located at



(hereinafter called "**Location**") at the disposal of Users on a temporary basis in view of (one or more of) the abovementioned activities and declares to have the necessary rights to the Location.

IT IS AGREED AS FOLLOWS:

1. SUBJECT

The Owner hereby grants Studio Scott the assignment and right, during this Agreement and under the terms and conditions contained herein, to:

- Advertise the Location in any way;
- Find Users for the use of the Location for shoots;
- Sign an agreement with these Users, in coordination with and for and on behalf of the Owner, in view of the use of the Location for shoots;
- Be entitled to collect the global fee for the provision (including Studio Scott's commission) from the User (whereupon the Price mentioned below for the provision (after deduction of Studio Scott's commission) will be transferred to the Owner).

Parties agree that Studio Scott will sign any Agreements with a User always for and on behalf of the Owner and the Owner will therefore have a direct contractual relationship with the User.

2. OWNER'S FEE

- 2.1. For the provision of the Location and other obligations of the Owner as stipulated in this Agreement, the User will pay the Owner a fee as mutually agreed between Studio Scott and the User.
- 2.2. Parties agree that Studio Scott basic fee for a day's shoot is set at € [REDACTED] (excl. VAT). This basic fee applies to shoots with a maximum of 15 people on site for a maximum of 10 hours. Overtime will be paid at €50/hour (excl. VAT). For half day shoots, $\frac{3}{4}$ of the basic fee will be invoiced. Should a User wish to use the Location for several consecutive days, a discount of 10% per day will be applied on the basic fee, starting on the second day. Larger shoots, with a crew of over 15 people, will be paid at the basic fee times 1.7. For this fee, the crew can be present in the property for up to 12 hours. Overtime will be paid at €100/hour (excl. VAT, unless agreed otherwise. The Location Owner can change this basic fee at all times. Changes will only apply to any agreements for shoots to be signed after the Owner's notification of the change to Studio Scott. Prior to any provision of a Location, a specific Agreement will be signed between the Parties, in which the Parties will determine the fee for that particular shoot (hereinafter the "**Fee**").
- 2.3. Studio Scott will transfer the fee to the Owner's bank account within 30 days after the date on which the Location was provided to the Users, unless otherwise agreed between Parties, in writing and before the date on which the Location was put at the disposal of the Users, to the Owner's bank account:
[REDACTED]
- 2.4. From the moment the date and duration of a particular shoot has been agreed upon by all Parties, the Owner and the User cannot only cancel this contract free of charge in case of force majeure or for serious reasons (e.g., decease or fire). Should the User cancel the agreement for the aforementioned reasons, the Owner cannot claim any compensation from the User or Studio Scott. The Owner agrees that, in the event of an outdoor shoot, the User can invoke weather conditions as a serious reason for cancellation. The Owner acknowledges that Studio Scott will determine at its discretion whether serious reasons or force majeure are applicable.
- 2.5. In case of cancellation by the User without serious reason or force majeure, the User must pay a compensation to Studio Scott, amounting to 100% of the Fee. In such a case, Studio Scott undertakes, as an intermediary, to take all reasonable (non-judicial) measures to obtain from the User the aforementioned compensation (obligation to use reasonable efforts) and, upon receipt thereof, to transfer this compensation to the Owner.
- 2.6. In the event of cancellation by the Owner without serious reason or force majeure, the Owner shall owe Studio Scott a compensation of 100% of the agreed Fee, plus any other costs of production. However, Studio Scott will contractually stipulate with respect to the User that the total liability

of the Owner for the costs of a wrongful cancellation is limited to a maximum compensation of €7,500.

3. DURATION

- 3.1. This agreement is signed by both Parties at the date of the agreement for the limited duration. Either Party may terminate this Agreement at any time, without compensation, by giving written notice.
- 3.2. Notwithstanding the foregoing, the Parties shall be bound by this Agreement at least for any shoots scheduled at the Location during the term of this Agreement.

4. STUDIO SCOTT'S OBLIGATIONS

- 4.1. Under this agreement, Studio Scott will:
 - To the best of its ability, promote the Location in view of making it available to Users;
 - Perform a professional photo shoot of the Location for the purposes of Studio Scott's publicity for the Location, except in exceptional cases where the Parties expressly agree to use the Owner's own professional visual material, free of any intellectual property rights;
 - Respect the privacy of the Location to the best of its ability to prevent third parties from easily identifying the address of the Location;
 - Contractually require the User to leave the Location in the same condition as they found it.

5. OWNER'S OBLIGATIONS

- 5.1. Upon provision of the Location, the Owner will:
 - Make the Location available to the User in a clean and tidy condition;
 - Provide a hoover and a rubbish bag approved by the city where the Location is located for use by the User.
- 5.2. If requested by a User, the Owner will open the Location for a visit by the User prior to the actual recording.
- 5.3. The Owner undertakes to be present at the Location at the time determined in advance in consultation with all the parties in order to grant the User access to the Location. If the Owner cannot be present himself, they shall appoint a third party to take on this task and give them all the necessary authorisations to do so.
- 5.4. If the Owner is present at the Location during the shoot, they undertake, subject to reasonable requests and instructions, to keep well away from the shoot and thus not to disrupt the shoot. Furthermore, the Owner is not permitted to distribute own images of the shoots in any way (via social media or otherwise).
- 5.5. If the Owner is unable to open the Location due to force majeure or for a serious reason, the Owner should contact Studio Scott as soon as possible (Eveline: 0475/52.83.96, Efië: 0476/55.46.02, Debbie: 0475/74.05.97). Except in cases of force majeure or for serious reasons, failure to be present at the agreed time

to allow the User to enter the Location, or if the shoot cannot be realised in any other way, automatically constitutes an unlawful cancellation of the shoot. If so, the Owner shall be obliged to pay a compensation to Studio Scott in accordance with Article 2.6 of the current Agreement.

- 5.6. The Owner will inform Studio Scott and the User, to the best of its ability, of any works in the Location which may be protected by copyright and of which the Owner does not hold the full intellectual rights. Where applicable, the Owner further confirms that they have obtained the consent and approval of the architect of the Location for the performance of this Agreement and the use of any shoots by Studio Scott or the Users in or at the Location in performance of the Agreement.
- 5.7. The Owner will notify Studio Scott immediately, and at least prior to confirming a booking of the Location:
- of any changes made to the Location (e.g., alterations, painting, new furniture, etc.) which render the photographs of the Location as displayed on the Studio Scott website no longer current or accurate;
 - if the Location is not available for shoots for a certain period of time (e.g., due to renovations or long-term holidays);

Subject to compliance with the foregoing duty of information, the Owner accepts sole responsibility for any loss arising from the fact that the Location no longer matches the situation as shown by the photographs of the Location on the Studio Scott website at the time of booking.

6. OBLIGATIONS OF THE USER

- 6.1. Prior to making the Location available, Studio Scott undertakes to impose a contractual obligation on the User to:
- always behave as a diligent professional and comply with any reasonable requests or instructions from the Owner;
 - check that the Location is in the desired condition at the start of the provision. In case any problems are detected, the User must immediately inform the Owner and Studio Scott before starting the shoot. The User agrees to be solely responsible for any damage to the Location (or any goods belonging to the Owner) that is registered during or after the shoot, unless, in accordance with this article, the damage was detected by the User before the start of the shoot and the damage was described and acknowledged by the Owner (Owner's signature required);
 - return the used Location at the end of the shoot in the same condition as it was at the start of the shoot;
 - always take out a professional liability insurance that offers sufficient cover for the risks of their activity and the shoots at the Location;
 - never divulge the Owner's name or the address of the Location to any third party (in the media or otherwise) and to make every reasonable effort to keep the Location and Owner data confidential, except with prior written consent from the Owner;
 - use the images of the shoot only for the previously determined and agreed purpose, and to refrain from using the images for any other purpose, except with prior written consent.

- 6.2. Furthermore, prior to making the Location available, Studio Scott undertakes to inform the User that they are solely responsible
- for taking out sufficient insurance for the execution of their activities;
 - for any damage caused to the Location or to their equipment, incurred during the shoot or while the equipment is at the Location;
 - for the complete organisation of the shoot at the Location (team, models/actors, weather, drinks and meals...). It is appreciated if the Owner provides the User with coffee, but this is not an obligation.

7. LIABILITY

- 7.1. In the event of any complaints by the Owner regarding damage to the Location or other complaints from a User during or after the shoot, the Owner will immediately inform Studio Scott. In that case, Studio Scott will contact the User about the issue. If an immediate amicable solution cannot be found, Studio Scott will provide the Owner with the User's contact details so that the Owner can address the User directly, given the direct contractual relationship between the User and the Owner.
- 7.2. Based on this agreement, Studio Scott is merely the intermediary between the User and the Owner and cannot be held liable for any damages caused by the User. Studio Scott concludes a separate Agreement with the User in which the User explicitly declares to have taken out insurance for the execution of their activities. In the event of any problems, Studio Scott will act as a mediator between the User and the Owner. Without prejudice to the foregoing, Studio Scott will only be held liable for gross negligence or wilful misconduct in the execution of its activities, and Studio Scott's maximum liability per provision of a Location will in any case be limited to the agreed Fee.

8. NON-COMPETITION CLAUSE

- 8.1. During this Agreement and for a period of six (6) months after the end of this Agreement, the Owner undertakes not to enter into agreements, directly or indirectly, through a partnership, family members or in any other way, with Users who have been introduced by Studio Scott.
- 8.2. The Owner further undertakes not to conclude any agreement during this Agreement (but for a maximum period of two (2) years from the signing of the present Agreement) with any third party in view of making the Location available for photo shoots, video or film recordings or events.
- 8.3. Non-compliance with this non-competition clause by the Owner will result in payment by the Owner to Studio Scott of a fixed compensation equal to three times the basic price.

9. INTELLECTUAL PROPERTY

- 9.1. Studio Scott and the User will be the sole owners of any intellectual property rights to the recordings made by them respectively in or at the Location and have the sole right to determine if, how and when their recordings will be exploited. The Owner hereby expressly grants Studio Scott and the User the right to use the Location for the shoots (in any way whatsoever). The Owner hereby expressly and irrevocably waives any rights (moral or economic) that he may have to these recordings on which the Location is used

(including, but not limited to, the right to see his name mentioned in the exploitation of the recordings and/or to oppose reasonable alterations being made to the recordings) and guarantees the same for any rights that the architect of the location may have to the recordings made in or at the Location.

9.2. The Owner agrees that the consideration provided for in Article 2 of this Agreement shall constitute full compensation to them for the transfer of intellectual property rights under this Article 9 and that the Owner shall not otherwise be entitled to any share of the profits resulting from any exploitation, in any form whatsoever, of the intellectual property rights, or to any consideration other than the consideration provided for in Article 2. However, should the Owner be legally entitled to remuneration for a new, currently non-existent form of exploitation, this shall amount to 0.1% of the net profit realised by this new form of exploitation, with an absolute global maximum of €500 (five hundred euro) for all works so exploited.

9.3. Studio Scott hereby grants the Owner the right to use any recordings taken by Studio Scott from the Location for purely personal private use (to the exclusion of any commercial use and in any case without the right to sell them).

10. MISCELLANEOUS PROVISIONS

10.1. Confidentiality of the agreement

The existence, subject and content of the current agreement are confidential. Parties commit to not divulge anything to third parties with regards to this agreement, except after prior discussion in the case of (i) a legal or regulatory obligation, (ii) a judicial investigation or (iii) a legal procedure.

10.2. Severability

Should any provisions in this agreement be unenforceable or in violation of a provision of imperative law, this will not have any influence on the validity and enforceability of the other provisions of this agreement. Should the case arise, the Parties will immediately hold discussions in good faith to replace the invalid or unenforceable provision with a provision that is valid and enforceable and as close to the invalid or unenforceable provision as possible.

10.3. Privacy

The Owner agrees with the privacy policy of Studio Scott as described on the website and hereby gives Studio Scott permission to keep their data such as address, phone, e-mail and account number on file. These data are not made public (except to a User as part of the provision of the Location) and will only be used to guarantee the operation of Studio Scott.

10.4. Complete agreement

This agreement contains the complete contract between the Parties. This Agreement replaces any previous correspondence, declarations, guarantees or agreements with regards to the subject of this Agreement. This Agreement can only be changed through a written agreement signed by all Parties.

10.5. Transferability

No Party shall transfer its rights or obligations under this Agreement without the prior written consent of the other Parties. Notwithstanding the above, Studio Scott will always reserve the right to transfer this agreement to a company connected to Studio Scott or its associates, by simple notification to the Owner.

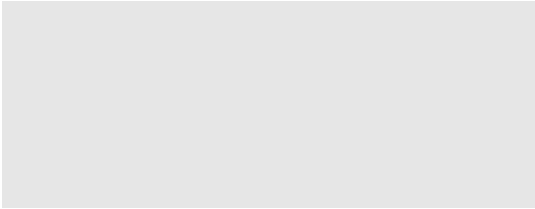
11. GOVERNING LAW AND COMPETENT COURTS

This agreement is subject to Belgian legislation.

All litigation resulting from or relating to the present agreement will be settled in the exclusive jurisdiction of the courts of Kortrijk.

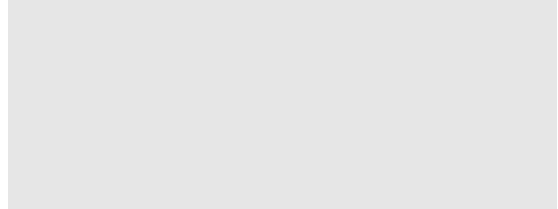
Signed in Kortrijk on [redacted]. This agreement was drawn up in two (2) originals of which each Party confirms to have received one original.

Studio Scott



Name: [redacted]

The Owner



Name: [redacted]

PROPERTY NAME:

OWNER'S NAME:

What is possible in your property:		ADDITIONAL INFO
<i>photo shoot/video - less than 15 people</i>	<input type="checkbox"/>	
<i>photo shoot/video - more than 15 people</i>	<input type="checkbox"/>	
<i>events (always after agreement, can be small or bigger...)</i>	<input type="checkbox"/>	
Style of the property (choose 1 option):		
<i>austere</i>	<input type="checkbox"/>	
<i>country</i>	<input type="checkbox"/>	
<i>eclectic</i>	<input type="checkbox"/>	
<i>town house</i>	<input type="checkbox"/>	
<i>vintage/retro</i>	<input type="checkbox"/>	
<i>Scandinavian</i>	<input type="checkbox"/>	
<i>industrial</i>	<input type="checkbox"/>	
<i>special</i>	<input type="checkbox"/>	
Available rooms?		
<i>living room</i>	<input type="checkbox"/>	
<i>kitchen</i>	<input type="checkbox"/>	
<i>bedroom</i>	<input type="checkbox"/>	
<i>bathroom</i>	<input type="checkbox"/>	
<i>office</i>	<input type="checkbox"/>	
<i>garden</i>	<input type="checkbox"/>	
<i>hall/entrance hall</i>	<input type="checkbox"/>	
<i>children's room</i>	<input type="checkbox"/>	
<i>workshop</i>	<input type="checkbox"/>	
Additional features of the property:		
<i>rooftop</i>	<input type="checkbox"/>	
<i>wellness</i>	<input type="checkbox"/>	
<i>swimming pool</i>	<input type="checkbox"/>	
<i>pond</i>	<input type="checkbox"/>	
<i>tree house</i>	<input type="checkbox"/>	
<i>other</i>	<input type="checkbox"/>	
<i>conservatory</i>	<input type="checkbox"/>	
<i>cooking island (only if cooker is in the island)</i>	<input type="checkbox"/>	
<i>stove/fireplace</i>	<input type="checkbox"/>	
<i>colourful walls</i>	<input type="checkbox"/>	
<i>several reception rooms</i>	<input type="checkbox"/>	
Type of property:		
<i>villa</i>	<input type="checkbox"/>	
<i>terraced house</i>	<input type="checkbox"/>	
<i>semi-detached house</i>	<input type="checkbox"/>	
<i>loft</i>	<input type="checkbox"/>	