

MARCELA MACIAS PHOTOGRAPHY

CLIENT SERVICE AGREEMENT

This Service Agreement is entered into and effective as of this 22 day of August 2016, by and between **ANDREA HILTBRUNNER**, owner of www.andreahiltbrunner.com (hereinafter called "the Client"), having an address of **Hardeggweg 10 3612 Steffisburg Switzerland** and **Claudia Marcela Macías** (hereinafter called "The Photographer"), having an address of **9 Savva Rotsidi Street, apt 305, Dasoupolis, 2014, Nicosia, Cyprus**, who shall collectively be known herein as "the Parties".

In consideration of the Client retaining the Photographer to provide the services described in her "Thrive" Package, with a combination of product photography for her online shop, portraiture and videography, it is agreed as follows:

1. SCOPE OF PHOTOGRAPHIC SERVICES

The Client hereby retains The Photographer to provide **PHOTOGRAPHIC SERVICES**, as detailed below.

(a) The **PHOTOGRAPHIC SERVICES** to be provided include the following:

(i) Preparatory material, including access to an exclusive, personalized client portal, questionnaires & 2 Branding Personality tests

(ii) 2 *60 minute strategy session with Marcela where we'll define the style of your photographs so they have the impact you desire .Visual strategy assessment includes: definition of branding archetype and energetic imprint of your business.

(iii) Planning the look and style of each photograph, including a personalized Mood Board, to guide the styling of your photos and beyond.

(iv) Providing all props necessary for styling product photographs, except for those the client wishes to provide herself. Includes Prop & Product styling, and purchasing a few exclusive props to be used just the Client.

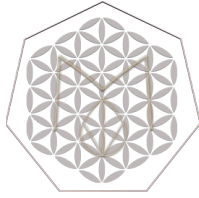
(v) Photographing and editing all photographs in a professionally color calibrated monitor.

(vi) Travelling to the clients home town in Switzerland, at the expense of the client, in order to photograph the client's portraits, and capture footage for the promo video.

(vii) Video shooting and video editing, as described in the Thrive Package. This includes 60 minute Skype Video strategy session with professional videographer Emmy Wu, including recording of the Client's call & Personalized Video Game Plan PDF, 1 Professionally edited Brand video, 60 second Facebook ad video with attention grabbing motion graphics text, Video Script templates & personalized script support + feedback from

Andrea Hiltbrunner

website: <http://marcelamacias.com> email: marcela@marcelamacias.com Tel: +35799061876



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Emmy & Marcela, Custom Animated Introduction with Premium soundtrack, by Emmy (so all videos you do in the future have the same intro), On camera interview coaching by Marcela, Unlimited choice of gorgeous stock footage for your video, if needed.

(viii) Access to a private, online gallery where the Client will be able to view and proof her images.

(ix) Easy download of the Client's images via wetransfer

(b) After the Client has proofed and selected her photos, the Photographer will provide the Client with JPEG or TIFF files of her selected photographs (at the Client's choice), via we transfer. After the Client has approved her videos (1 promo video and 1 60 second facebook ad), the Videographer will provide the client with a link to download them. In this regard, it is agreed that:

(i) The Photographer will take all product photographs within 10 days of finalizing the styling of the photos. Should the client decide to ship products or props to the Photographer, photos will be taken within 10 days of said receipt. In the latter case, The Photographer shall not be responsible for any delays in shipment, nor for any damages that the products or props may suffer during it.

(ii) The Photographer will travel to Switzerland at a date to be agreed with the Client, in order to photograph the Client's portraits and capture footage for her promo video.

(iii) After returning from Switzerland, the Photographer will edit all photos in a professionally color-calibrated monitor and upload the video footage for the video editor to edit it. Once the photos are finished editing, The Photographer will upload them to an online gallery for the client to view. The videographer will liaise with the Client regarding the final promo video, to ensure the result is of the Client's pleasing.

(iv) The total amount of photos included in this contract is 35 (thirty): 20 (twenty) product photographs, 10 (ten) lifestyle and portrait photos, and 5 backstage photos, the styling of all of which is to be discussed with the client during the planning stages. Additional photos may be purchased by the Client at the Photographer's standard rates.

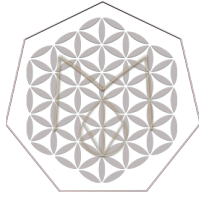
(v) The total amount of videos to be provided is 2 (two): 1 (one) promo video and 1 (one) 60 second version of the promo video for facebook ads.

(vi) The files to be provided will have the following characteristics:

Two types of files will be provided for each photo:

(a) One (1) high resolution file (300dpi) of print quality and

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(b) One (1) Low resolution file (72dpi), optimized according to the client's instructions, for web use. These files are to be used exclusively in The Client's online store, website, social media and all related promotional material (such as leaflets, business cards, press releases, etc). They can't be transferred nor used by any other company without prior authorization by the Photographer

(iv)The Photographer will remain available for corrections and minor editing modifications for 15 days after the submission of proofs.

(v) The client has 2 rounds of video revisions after reviewing her first deliverable, to make sure her promo video looks exactly like she wants, after

(v) No physical products will be provided.

(vi)Raw files or any files other than the ones specifically agreed on will not be provided.

(vii) Color conversions are not included.

(c) Additional services, beyond those described above, will require additional fees to be discussed and agreed upon by the parties.

2. CLIENT DUTIES

(a) **COMPENSATION:** In consideration for the services provided by the Photographer to the Client as set forth in paragraph 1 above, the Client agrees to pay the Photographer a project fee of Euros Four Thousand (€ 4000), plus travel expenses. The Photographer's obligation to render services hereunder is conditioned upon Client's payment of said fee on a timely basis.

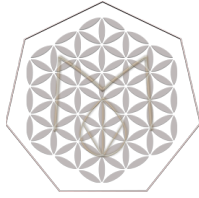
(b) **TRAVEL EXPENSES:** The Client agrees to cover all the Photographer's travel expenses, including airplane ticket, allowance to pay for shipping of camera equipment, accommodation in a 3 star hotel or airbnb for the duration of the shoot, transportation from the airport to accommodation, half day scouting fee, and living expenses (30 euro/day). Such expenses shall be calculated and paid at the time of booking the trip.

(b) **SHIPPING FEES:** Should the Client wish to send products or props to the Photographer for photographing in the Photographer's studio, The Client agrees to be responsible for all shipping fees, including the ones necessary for the Photographer to send the products back to her.

c) **TOOLS TO BE PROVIDED BY THE CLIENT:** The Client agrees to provide the Photographer with the products to be photographed, shipped according to the Photographer's specifications, and to provide her with all information and documentation that may be required by the Photographer in order to effectively perform said responsibilities in connection with the performance of services.

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(d) **Additional Client Duties:** The Client is expected to meet with the photographer for planning the styling of the photos, and to provide the Photographer with due guidance and feedback on proofs and other deliverables, in order to ensure optimum performance.

3. LICENSES AND COPYRIGHT

(a) **Licenses:** Provided that the Client has complied with the terms of this agreement, the Photographer shall automatically thereby grant, transfer, assign and convey to the Client, and its successors an exclusive, non-transferable, non sub-licensable license over all images delivered for their use exclusively in the website, blog and online store of ANDREA HILTBRUNNER, as well as in social media, and press for the promotion of said website, blog and store. The photos can also be used in any and all products created by the Client, to be sold in her own store. The payment of all fees also grants the right to print the photographs, exclusively on the promotional material of the online website and store of and/or brochures to be provided to clients together with the purchase of their products. The Photographer retains the right to use the images in her portfolio, and in social media, to promote her work, always tagging the client and referring visitor's to the Client's website.

(b) **Copyright:** The Photographer retains all copyright and moral rights attached to the images as well as any other rights which may not be detailed in this agreement. Credit/Acknowledgement of the artist's name and website URL [<http://www.marcelamacias.com>] must be given when the image is published, either with a picture credit, caption or a link/acknowledgement in the publication if the image is used for editorial purposes (articles in newspapers, magazines, newsletters, web or print publications, etc). Credit should read: Styling and Photography: Marcela Macias Photography Selling or transfer of any kind of any of these images is strictly forbidden.

4. TERM

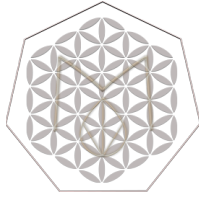
This engagement shall commence on the date of its signature and shall continue through completion of the project and delivery of the final payment, or cancellation by either party in accordance with paragraph 5.

5. CANCELLATION

The Client may cancel this Agreement for any reason by providing a minimum of 10 days written notice to The Photographer. Cancellation of this Agreement by The Client will not extinguish the Client's obligation to pay the project fee specified in Paragraph 2(a) through the last day of performance. The Client understands that, in case of cancellation, expenses incurred on the Client's behalf will be deducted from any reimbursement due by the

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Photographer. The Photographer may cancel this Agreement at any time for any reason by providing equal written notice to the Client. In the event that the Photographer cancels this Agreement, The Photographer will provide a prorated refund of any overages of fees paid minus any approved, unpaid expenses incurred on the Client's behalf.

6. CONFIDENTIALITY

(a) **Client Information:** Any and all Client information and data of a confidential nature, including but not limited to any and all design, creative, marketing, sales, operating, performance, know how, business and process information (hereinafter referred to as "Confidential Information"), shall be treated by the Photographer in the strictest confidence and not disclosed to third parties or used by the Photographer for any purpose other than for providing the Client with the services specified hereunder without the Client's express written consent. Confidential Information shall not include any information which (a) becomes available to the public through no breach of confidentiality by the Photographer, (b) was in the Photographer's possession prior to receipt from the disclosure, (c) is received by the Photographer independently from a third party free to disclose such information, or (d) is independently developed by the Photographer without use of the Client's Confidential Information. Upon request, the Photographer hereto will promptly return or destroy all documents containing Confidential Information and delete all electronic records of or containing the same.

(b) **Public Disclosure:** Neither party may disclose the terms of this Agreement. Neither party shall make any formal or informal public statement, press release or other announcement regarding the existence or terms of this Agreement without the other party's prior written approval.

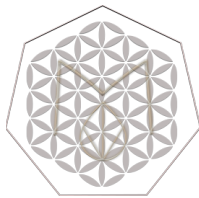
(c) **Non-Disparagement:** The Client shall, during and after the participation in and use of the Photographer's services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding the Photographer or any of the policies, services or products, other than to comply with law.

7. INDEPENDENT CONTRACTORS

(a) **Independent Contractor Relationship:** This Agreement shall not render The Photographer an employee, partner, agent of or joint venturer with the Client for any purpose. The Photographer is and will remain an independent contractor in its relationship to the Client. The Photographer is or remains open to conducting similar tasks or activities for entities other than the Client and holds itself out to the public to be a separate business entity.

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The Photographer shall retain sole and absolute discretion in the manner and means of carrying out the activities and responsibilities under this Agreement. The Photographer shall be responsible to the ownership and management of the Client, but The Photographer will not be required to follow or establish a regular or daily work schedule. The Photographer will not rely on the equipment or offices of Client for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to The Photographer regarding services performed for the Client shall be considered a suggestion only, not an instruction. The Client retains the right to inspect, stop or alter the work of The Photographer to assure its conformity with this Agreement and the Client needs. The Photographer and the Client agree to conform to any and all tax tests necessary in their respective countries of residence to establish and demonstrate the independent contractor relationship between the Client and the Photographer.

(b) **Taxes & Benefits:** The Photographer will be responsible for filing its own tax returns and to pay taxes in accordance with all provisions of applicable Cypriot Law. The Client shall not be responsible for withholding taxes with respect to the Photographer's compensation. The Photographer shall have no claim against Client for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

8. WARRANTIES

(a) **The Photographer's Warranties:** The Photographer represents, warrants and covenants that the Photographer has full authority to enter into this Agreement and that all of the services, whether performed by the Photographer will be rendered using sound, professional practices and in a competent and professional manner.

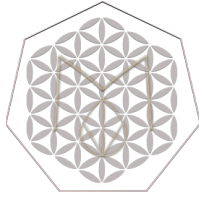
(b) **The Client's Warranties:** The Client represents, warrants and covenants that the Client has full authority to enter into this Agreement and has or will obtain, during all times relevant hereunder, all of the necessary consents, rights, licenses, clearances, releases or other permissions to lawfully consummate the transactions and lawfully discharge, in all material respects, each and every of the Client's obligations or duties set forth hereunder, whether performance is due now or hereafter during the Term.

(c) EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED THROUGHOUT THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

9. LIMITATION OF LIABILITY

(a) THE PHOTOGRAPHER IS NOT LIABLE TO THE CLIENT OR ANY PERSON OR ENTITY FOR DAMAGES, COSTS OR LOSSES STEMMING FROM ANY USAGE OF

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THIS IMAGE

(b) IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND

(c) IN NO EVENT SHALL A PARTY'S LIABILITY EXCEED THE FEES PAID UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY.

(d) THE FOREGOING LIMITATIONS IN THIS SECTION 11 SHALL NOT APPLY TO A BREACH OF CONFIDENTIALITY BY A PARTY HEREUNDER OR THE OBLIGATIONS UNDER PARAGRAPHS 6, 9 AND 19.

10. EFFECT OF HEADINGS

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

11. ENTIRE AGREEMENT; MODIFICATION; WAIVER

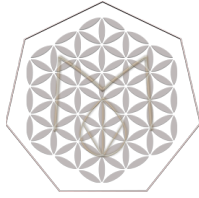
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12. NEUTRAL CONSTRUCTION

This Agreement was prepared by the Photographer. It is expressly understood and agreed that

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this Agreement shall not be construed against the Photographer merely because it was prepared by its counsel; rather, each provision of this Agreement shall be construed in a manner which is fair to both parties.

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. ASSIGNMENT

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns; provided, however, that the Client may not assign any of its rights under this Agreement, except to a wholly owned subsidiary entity of Client. No such assignment by the Client to its wholly owned subsidiary shall relieve the Client of any of its obligations or duties under this Agreement.

15. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To the Photographer at: **9 savva Rotsidi street, apt 305, Dasoupolis, 2014, Nicosia, Cyprus**
To Client at: **Hardegweg 10 3612 Steffisburg Switzerland**

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

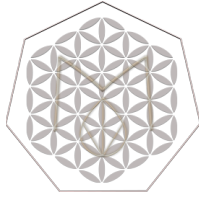
16. GOVERNING LAW; VENUE; MEDIATION

This Agreement shall be construed in accordance with, and governed by, the laws of Cyprus as applied to contracts that are executed and performed entirely in Cyprus. The exclusive venue for any court proceeding based on or arising out of this Agreement shall be Nicosia,

Cyprus. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available

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legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

17. RECOVERY OF LITIGATION EXPENSES

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

18. SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

19. ACKNOWLEDGEMENTS. Each party acknowledges that she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

20. SIGNATURES

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written, and acknowledging acceptance and agreement of the foregoing, the Photographer and the Client affix their signatures hereto

CLAUDIA MARCELA MACIAS
Photographer

08 / 22 / 2016

Andrea Hiltbrunner

ANDREA HILTBRUNNER
Client

08/22/2016

TITLE	Contract, ready for signature
FILE NAME	CLIENT SERVICE AG...A HILTBRUNNER.pdf
DOCUMENT ID	e833c539a244144ac85abc8b507ccbf076f2a6bd
STATUS	● Completed

Document History



08/22/2016
10:07:36 UTC

Signed by Claudia Marcela Macias (marcela@marcelamacias.com)
IP: 212.50.107.223



08/22/2016
10:07:41 UTC

Sent for signature to Andrea Hiltbrunner
(a.hiltbrunner@bluemail.ch)
IP: 212.50.107.223



08/22/2016
10:12:47 UTC

Viewed by Andrea Hiltbrunner (a.hiltbrunner@bluemail.ch)
IP: 80.219.154.230



08/22/2016
10:19:28 UTC

Signed by Andrea Hiltbrunner (a.hiltbrunner@bluemail.ch)
IP: 80.219.154.230



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The document has been completed.