

Terms and Conditions of PragueModels.eu 2025/1

Effective as of October 13, 2025

These Terms and Conditions (“T&C”) apply exclusively to cooperation with self-employed individuals, persons providing occasional services pursuant to Section 10(1)(a) of Act No. 586/92 Coll., and other legal entities or individuals who provide services to Longevus s.r.o., with its registered office at: Na Příkopě 1047/17, 110 00 Prague 1 - Old Town, Czech Republic, file number C 209381, registered with the Municipal Court in Prague (“Client”), the services of models, hostesses, and all other activities specified in the order and acceptance of the service offer (“Order”).

1. INTRODUCTORY PROVISIONS

These Terms and Conditions govern the rights and obligations of the parties regarding the provision of services by the party (“Provider”) that has undertaken to provide the services specified in the Order sent to it by email or other electronic means by the Client. The Provider accepted the Client’s Order by providing a consent response in electronic form.

2. CONTENT OF THE TERMS AND CONDITIONS

2.1. The Provider is obligated to provide the Client with the services specified in the Order, primarily modeling, photo modeling, hosting, and other services (“Services”), for both the Client and the Client’s third-party clients.

2.2. The Client is obligated to pay the Provider the fee specified in the Order for the provision of the Services.

2.3. The Client shall send the Order to the Provider in any format to the Provider’s email address. Other forms of electronic communication, such as Facebook, WhatsApp, and others, are also acceptable for sending the Order.

2.4. The Order becomes binding upon the Provider’s confirmation of the Order by sending an email or another form of electronic communication in accordance with Article 2.3 of these Terms and Conditions to the Client’s address; a free-form consent implied by the text of the response to the Order or the mere commencement of service provision shall also be considered confirmation of the Order.

2.5. The Order must include at least the date of service provision and the location of service provision, whereby the name of the event or city and the price of the services are sufficient.

3. PROVISION OF SERVICES

3.1. The Provider is obligated to provide services with professional care, in accordance with generally applicable laws and regulations, and in accordance with the Client’s interests as known to the Provider.

3.2. The Provider may entrust the provision of services to a third party, an agent, or

another assistant (hereinafter also referred to as a “third party authorized by the Provider”) only with the Client’s consent expressed in writing or electronically.

3.3. Unless expressly agreed otherwise in the Order, the Provider is not authorized to act legally on behalf of the Client or to accept any performance.

3.4. The Provider is obligated to regularly inform the Client about the provision of services and about all circumstances relevant to the Client’s interests related to the services.

3.5. In the event of termination or cancellation of the Order by the Provider, failure to commence performance of the ordered services, missed transportation, or other obstacles, as well as illness on the part of the Provider, the Provider shall bear all costs incurred by the Client for services related to the performance of the subject matter of the Order vis-à-vis the Client’s client, such as costs incurred for cancellation of air and other transportation, accommodation, losses or damages within the meaning of § 2894 et seq. of Act No. 89/2012 Coll., etc. If the Provider invokes an extraordinary, unforeseeable, and insurmountable obstacle arising independently of its will pursuant to §2913 of Act No. 89/2012 Coll., it is obligated to prove such obstacle to the Client immediately upon its occurrence. Such an obstacle does not include, for example, recurring epidemics, minor illnesses, or other events that are not extraordinary, unforeseeable, or insurmountable. The Provider and third parties authorized by it undertake, prior to the provision of the service, to prevent infectious and other diseases using known protective measures so as to minimize the risk of illness to the greatest extent possible. If the Provider or a third party authorized by it fails to do so, it shall bear the full risk of compensation under this paragraph. The Provider shall demonstrate compliance with the obligation to prevent infectious and other diseases, including on behalf of third parties authorized by it.

3.6. The Provider is aware that services may be provided to the Client’s customers with whom the Client has a contractual relationship. For this reason as well, in the event of illness, the Provider is obligated to provide the Client with a medical certificate confirming that the illness prevents the performance of services; this also applies to third parties authorized by the Provider. However, illness does not relieve the Provider of the obligation to compensate for damages, losses, costs, etc., pursuant to Article 3.5 of these Terms and Conditions.

3.7. In the event that the Provider or a third party authorized by the Provider is approached by a third party with a similar offer of cooperation while providing services to the Client, the Provider is obligated to forward the third party’s contact information to the Client and inform the Client of this.

3.8 The Provider undertakes that neither the Provider nor any person authorized by the Provider shall, directly or indirectly, provide similar services to a client of the Client for whom the Provider worked through the Client without the Client’s representation, including through another agency or any third party. This obligation also applies to work for companies within the same group, holding company, or companies that are financially linked or otherwise affiliated with the Client’s client. If the Provider provides services through a third party, the Provider is obligated to contractually stipulate this obligation with said third party; otherwise, the Provider shall be solely liable to the Client for any breach of the aforementioned obligation. If the Provider breaches this obligation, the Client is entitled to three times the amount that would otherwise have been due to

the Client had the Client ordered the service from the Client. The Client shall determine the amount based on the original price for the services provided, as invoiced to its client. This amount is payable within 14 days based on an invoice issued by the Client. This provision shall remain in effect for a period of five years from the last provision of the service by the Client to the specific client.

3.9. If, during the provision of services, the Provider or a third party authorized by the Provider obtains a business card or other contact information for another potential client of the Client or for another event, the Provider shall be given priority for that event.

4. ADDITIONAL OBLIGATIONS OF THE CUSTOMER

4.1. The Customer agrees to provide the Provider with the necessary cooperation for the provision of services under these Terms and Conditions for the duration of the Order.

4.2. If other cooperation from the Provider is necessary for the provision of services, the Client shall set a reasonable deadline for the Provider to provide such cooperation. If the deadline for providing cooperation expires without result and if possible, the Client has the right to arrange for substitute performance at the Provider's expense.

5. PROVIDER'S REMUNERATION AND PAYMENT TERMS

5.1. The Provider's remuneration is payable based on the Provider's tax document—invoice. The Provider shall issue a tax document—i.e., an invoice—for the ordered services.

5.2. The due date for the Provider's invoice is 30 days.

6. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

6.1. If, in the course of providing services to the Client, the Provider causes harm or damage to the Client within the meaning of Section 2894 et seq. of Act No. 89/2012 Coll., the Provider shall be liable to the Client for such harm in accordance with generally applicable legal regulations. Failure to comply with the instructions of the Client or the Client's customer shall be considered a material breach of contract, and for each individual breach, the Provider's remuneration shall be reduced by 10%. If the Provider arrives late at the service location, temporarily leaves the location, or leaves prematurely without obtaining the Client's consent in each individual case, the Provider forfeits the right to the agreed remuneration. The Provider must provide such consent via a form of electronic communication such as SMS, WhatsApp, etc. Verbal or unsubstantiated consent will not be taken into account.

6.2. If the Provider causes harm to third parties while providing services, the Provider is liable to the third parties for such harm and is obligated to compensate the third parties or the Client. The Provider acts independently within the meaning of Section 2914 of Act No. 89/2012 Coll.

6.3. The following activities of the Provider in connection with the provision of the ordered services are also considered harm:

- acquiring their own orders in the field of the services provided,
- distributing business cards or promotional materials other than those specified by the Client,

- providing their own email address or other contact information, including contact on social media,
- disclosing the amount of their remuneration to third parties,

6.4. For the purposes of this Order, damage also includes losses incurred by the aggrieved party as a result of having to incur expenses due to a breach of obligation by the other party. Damages shall be compensated in cash; however, if the entitled party so requests and if it is possible and customary, damages shall be compensated by restoring the previous condition. The amount of damages shall be determined by the Client.

7. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. The parties are obligated to inform the other party of all facts that are or may be important for the proper performance of the Order.

7.2. A party that breaches its obligation, or a party that, taking all circumstances into account, should know that it will breach its obligation under these GTC, is required to notify the other party of the nature of the obstacle preventing or that will prevent it from fulfilling its obligation and of the consequences thereof. The notification must be provided without undue delay after the obligated party became aware of the obstacle or, with due care, could have become aware of it.

7.3. The Provider and third parties authorized by it within the meaning of Section 2483 of Act No. 89/2012 Coll. act, even outside the scope of the activities agreed upon in the Order, as commercial agents of the Provider, specifically within the meaning of Section 2485 worldwide; but only to a limited extent, solely with respect to potential clients with whom they may come into contact in connection with the performance of obligations arising from the Order.

7.4. Pursuant to Section 2518 of Act No. 89/2012 Coll., the Provider or third parties authorized by it shall not, within the territory specified in Article 7.3, or vis-à-vis third parties who order or arrange the activities specified in Article 2.1, carry out, in this territory, on their own account or on behalf of others, any activity that would be of a competitive nature in relation to the principal's business, in particular the activity that they performed for the principal during the commercial agency relationship, for a maximum period of two years following the termination of this relationship.

7.5. The Provider and the Client agree that each of them shall bear the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.