General Terms and Conditions

OSHOOT AG · As of 1 January 2026

> **Convenience translation.** The German version («Allgemeine Geschäftsbedingungen», OSHOOT AG, Stand 01.01.2026) is the legally binding one. In the event of discrepancies, the German version prevails.

These General Terms and Conditions ("GTC") govern the collaboration between OSHOOT AG (hereinafter "OSHOOT") and its clients (hereinafter the "Client"). Together with the respective offer or order confirmation, they form the contractual basis for all services.

1. Application and Conclusion of Contract

A contract is concluded as soon as the Client confirms an offer in writing or by e-mail, makes a down payment or makes use of a service provided by OSHOOT. By concluding the contract, the Client accepts the version of these GTC valid at the time of confirmation.

These GTC apply to all current and future orders between OSHOOT and the Client, regardless of whether they are handed over again in the individual case. OSHOOT may amend the GTC at any time; in the event of material changes, the Client will be notified before accepting a new offer.

General terms and conditions of purchase or business of the Client become part of the contract only if OSHOOT agrees to them in writing. Merely accepting or carrying out the order without comment does not constitute acceptance.

2. Scope of Services and Definitions

OSHOOT provides creative services in the fields of product photography, model photography, editorial photography, video content and generative content. The specific scope of services is set out in the offer or order confirmation.

The individual service areas are independent of one another: an order in one area (e.g. photography) does not include services from another area (e.g. moving images or AI-generated content). Additional services must be ordered and remunerated separately.

Terms in these GTC are to be understood as gender-neutral.

Work: the final result delivered by OSHOOT – for example a series of images, a final video edit or an approved generative content output.

Raw material: intermediate files created during production, such as RAW files, unedited footage, project files, layered files, prompts and model inputs.

Generative content: content that is produced, modified or extended wholly or partly with the aid of generative tools (e.g. AI-based image, video, audio or text models).

Production day: any agreed date on which a shoot, filming or recording takes place.

3. Prices and Remuneration

All prices of OSHOOT are in Swiss francs and exclusive of value added tax (VAT), regardless of the billing model applied (hourly, daily, per-unit, package or fixed price). VAT is shown separately in offers and invoices and added to the total.

Depending on the type of order, OSHOOT bills its services according to different models, in particular at hourly or daily rates, at per-unit or per-item prices (e.g. per image, per video asset, per generated output), at package prices for clearly defined services, or as a fixed price for the entire order. The applicable billing model and the associated conditions are set out in the offer or order confirmation. Several models may also be agreed side by side within the same order (e.g. a package price for the production plus an hourly rate for additional post-production).

Prices stated on OSHOOT's website, in advertising materials or in non-binding cost estimates are indicative and do not form part of the contract. Only the written offer or order confirmation is authoritative.

If additional work arises during the execution of the order that was not foreseeable when the offer was prepared (e.g. additional rounds of corrections beyond the agreed number, additional images or assets outside the booked package, set extensions or technical difficulties), OSHOOT will charge for it, after prior notice, according to the billing model applicable to the service concerned. In the case of per-unit or package prices, billing is per additional unit provided or per additional package booked; where additional services cannot be assigned to such a unit, OSHOOT's hourly rate applicable at the time applies.

4. Payment and Delivery

OSHOOT may require a down payment of up to 50% of the order volume before production begins. Agreed down payments are binding; OSHOOT may refuse to start work until the down payment has been received.

Unless otherwise agreed, the final invoice is issued after delivery of the Work and is due for payment within 10 days without deduction. Until payment has been made in full, the Work remains the property of OSHOOT in terms of copyright and economic ownership; the Client's right of use arises only upon receipt of payment.

In the event of late payment, the Client owes default interest of 5% p.a. from the day following the due date. Reminder, collection and debt enforcement costs are borne in full by the Client.

Works are generally made available digitally via a download link. The Client is obliged to download the data within 21 days of its being made available and to create its own backup. Making the data available again after this period has expired, as well as delivery on physical data carriers, is charged separately.

Delivery and performance deadlines are binding only if they have been expressly agreed as such in writing. Otherwise they are approximate guide values. Delays due to force majeure, official orders, supply bottlenecks at third-party service providers or a lack of cooperation by the Client extend the deadlines accordingly.

5. Cooperation of the Client

A professional production depends on the timely cooperation of the Client. The Client provides OSHOOT with all information, files, briefings, access, approvals and materials necessary for the execution of the order in good time and in suitable quality.

If obligations to cooperate are not met, OSHOOT may set reasonable grace periods. During these grace periods, OSHOOT's obligation to perform is suspended; agreed dates are postponed accordingly, without this giving rise to any claim for damages on the part of the Client.

If a lack of cooperation leads to additional work (such as additional set-up days, reorganisation of crews or locations, repetition of work steps), OSHOOT may additionally charge for this work according to the billing model applicable to the service concerned (clause 3). If cooperation is still not forthcoming despite a written reminder, OSHOOT is entitled to withdraw from the order; the cancellation rules in clause 6 apply accordingly.

6. Cancellation and Minimum Compensation

The Client may cancel or postpone the order at any time. In that case, the work already performed, the capacity reserved for the order or date, and the third-party commitments entered into for the order must be compensated. A cancellation must be declared in writing (e-mail is sufficient); the time of receipt by OSHOOT is decisive.

For production-bound orders (shoots, filming days), the following graduated cancellation rules apply:

Time of cancellation	Amount owed
Up to 20 days before the production day	Work already performed, at least 25% of the total price
19 to 8 days before the production day	50% of the total price plus third-party costs already incurred
7 to 2 days before the production day	75% of the total price plus third-party costs already incurred
Less than 48 hours before the production day	100% of the total price plus third-party costs already incurred

For orders without a fixed production day (e.g. ghost or packshot photography, pure post-production or generative content orders), the minimum compensation corresponds to the work already performed or the units already delivered according to the billing model agreed in the offer, but at least 25% of the total price.

If the Client postpones a production day within the periods stated, OSHOOT may claim the above amounts pro rata as a flat postponement fee, provided the original slot cannot be filled otherwise.

7. Content, Licences and Releases

The Client warrants that it holds all necessary rights to the content it supplies. This includes in particular images, trademarks, logos, texts, music, fonts, product designs, lettering, architectural photographs, as well as the personality rights of persons depicted (model releases) and location rights.

If persons are depicted on behalf of the Client (employees, models, talents, extras), it is the Client's responsibility to obtain written consent for the intended use. OSHOOT can provide model release templates on request, but gives no warranty as to their completeness in the individual case.

The Client fully indemnifies OSHOOT against all third-party claims resulting from the use of supplied content or from missing consents, including legal and procedural costs. This indemnity also applies if the final Work is published on platforms or profiles of OSHOOT.

8. Generative Content and AI Tools

OSHOOT uses generative tools for selected services, including AI-based image, video, audio and text models. If the Client wishes to exclude or restrict the use of such tools, this must be recorded in writing before the order is accepted.

The legal assessment of generative content is evolving in Switzerland, the EU and internationally. OSHOOT applies the standards of care customary in the industry at the time of production, but cannot warrant that generated content is free of similarities to existing works or protected styles of third parties.

Before any commercial use, the Client itself examines generative content for legal and communication risks (in particular copyright, trademark, personality and competition law). The Client bears responsibility for the distribution of the final Work.

If the Client provides reference material (e.g. its own product images, brand elements, depictions of persons) for use with generative tools, it warrants that it holds all rights and consents required for this, in particular for processing by external models and providers. The indemnity under clause 7 applies accordingly.

OSHOOT and the Client are obliged to label AI-assisted production processes only to the extent that this is required by law or contractually agreed.

9. Notice of Defects, Acceptance and Warranty

As a rule, OSHOOT delivers a predefined number of rounds of corrections per Work. Any defects must be notified in writing within these rounds of corrections, but at the latest before delivery of the final version (master file). Upon receipt of the final version, the Work is deemed accepted unless written notice of defects is given within 5 working days.

Minor deviations from the underlying concept or mood board are inherent in production and do not constitute a defect. Complaints relating to the artistic, aesthetic or creative design are excluded, provided no specific contractual requirement has been breached.

The quality and quantity of the material depend, among other things, on the samples received or the production conditions on site. Weather, lighting conditions, space, the availability of models and locations, and technical conditions may influence the result without giving rise to a warranty claim.

In the event of justified notices of defects, OSHOOT will primarily provide rectification. Only if rectification demonstrably fails or is unreasonable may the Client demand an appropriate reduction in price. Rescission and damages are excluded, except in the case of intent or gross negligence on the part of OSHOOT.

10. Rights of Use in the Work

All works and products created in the course of an order are subject to OSHOOT's copyright. Upon full payment of the agreed fee, the Client receives a non-exclusive licence for the purposes of use defined in the offer (media channels, geography, duration).

Unless the offer contains a specification, the licence applies to all of the Client's own communication channels (website, social media profiles, internal communication, print and online advertising) worldwide and for an unlimited term from delivery. A transfer to group companies, distribution partners or other third parties requires a written supplementary agreement and is remunerated separately.

Without the express written consent of OSHOOT, the Work may not be edited, distorted, integrated into other works, resold or used as a training basis for third-party AI models.

In the event of use or transfer contrary to the agreement, the Client owes a contractual penalty amounting to twice the OSHOOT fee customary for the use in question, but at least CHF 2,500 per breach. The right to claim further damages is reserved.

The raw material remains with OSHOOT and is not handed over. Handing over or co-licensing raw material requires a separate written agreement and is remunerated additionally. Internal, non-public use of outtakes (e.g. at a company Christmas dinner) is permitted without a supplementary agreement.

Whenever the Work is published, OSHOOT must be named as the author in an appropriate form ("Photo: OSHOOT" or "Video: OSHOOT"), provided this is customary in the industry or contractually agreed.

11. Self-Promotion and References

OSHOOT is entitled to use the works created in the course of an order (including in excerpts, as behind-the-scenes material, showreel or case study) for self-promotion purposes in its own channels and in competition entries, and to communicate about its collaboration with the Client.

If the Client wishes to define a blocking period (e.g. until the official publication of a campaign) or an embargo, this must be agreed in writing before delivery. Personality and trademark rights are also respected in the context of self-promotion; responsibility for the releases obtained under clause 7 remains with the Client.

12. Royalty-Free Music and SUISA

Where OSHOOT uses music for moving-image productions, it does so on the basis of its own licences for the creation of the Work. These licences cover the production, but not necessarily the subsequent distribution by the Client.

The Client itself is responsible for registration with, and any remuneration owed to, collecting societies (in particular SUISA) in connection with the distribution of the videos on its own websites, social media profiles and other channels. OSHOOT recommends consulting the official SUISA pages in advance for information on tariffs and registration.

13. Force Majeure and Unavailability

If a person scheduled for the production becomes unavailable at short notice (e.g. illness, accident, officially ordered quarantine), OSHOOT will endeavour to find an adequate replacement. If this is not possible at short notice, the date will be postponed in consultation with the Client.

Force majeure means events that lie outside the sphere of influence of the contracting parties and cannot be averted with reasonable care – such as natural events, pandemics, official orders, large-scale power or network outages, strikes or acts of war.

In the event of temporary impossibility, the deadlines are extended by the duration of the event plus a reasonable start-up phase. In the event of permanent impossibility, the outstanding performance obligations lapse; services already rendered are remunerated pro rata, and down payments already made are refunded after deduction of the work performed. Claims for damages by the Client due to delay or non-performance as a result of force majeure are excluded.

14. Retention and Data Backup

OSHOOT retains final works (master files, final photos/videos) for at least three years from delivery in a backup system customary in the industry. No guarantee is given for permanent availability or for restoration in the event of damage.

The Client is obliged to make its own data backups. OSHOOT is not liable for loss of data on the part of the Client or its service providers.

Raw material is not archived permanently without a corresponding supplementary agreement and may be deleted after completion of the order.

15. Subcontractors and Engagement of Third Parties

OSHOOT is entitled to engage qualified third parties for the execution of the order (e.g. assistants, models, stylists, studios, post-production specialists, platform and AI providers) and to invoice their services in its own name. In the case of material engagements that shape the character of the order, the Client is informed in advance.

OSHOOT remains the Client's sole contracting party and is liable, within the scope of these GTC, for the selection and instruction of the third parties engaged.

16. Data Protection

OSHOOT processes personal data of the Client and of the persons acting on its behalf exclusively for the purpose of initiating, carrying out and settling the order and for fulfilling statutory obligations (e.g. bookkeeping). Processing is carried out in accordance with the revised Swiss Federal Act on Data Protection (FADP) and, where applicable, the GDPR.

Personal data is passed on to third parties only to the extent that this is necessary for the provision of the services (e.g. to subcontractors or cloud providers engaged) or to the extent that OSHOOT is legally obliged to do so. Processing abroad may take place in particular in connection with cloud services and AI tools; OSHOOT ensures an adequate level of protection in doing so.

The Client has the rights to which it is entitled under the FADP (in particular access, rectification, erasure and restriction). Requests must be addressed to the contact address given in the footer of these GTC.

If images of persons or personal content are created as part of the order, the Client is the controller under data protection law for the subsequent distribution. In this respect, OSHOOT acts as a processor within the meaning of the FADP.

17. Liability

OSHOOT is liable to the Client only for damage caused by intent or gross negligence. Liability for slight negligence, auxiliary persons, indirect damage, loss of profit, loss of data and consequential damage is excluded to the extent permitted by law.

In any case, liability is limited in amount to the order value of the order concerned. These limitations do not apply to personal injury or in cases in which a limitation of liability is inadmissible under mandatory Swiss law.

18. Final Provisions

There are no oral ancillary agreements. Amendments or additions to these GTC or to individual orders must be made in writing; electronic form (e-mail) is sufficient.

Should individual provisions of these GTC be invalid, unenforceable or incomplete, this does not affect the validity of the remaining provisions. The invalid provision is replaced by a provision that comes closest to what was economically intended.

Any assignment of claims or transfer of obligations under this contract by the Client requires the prior written consent of OSHOOT.

19. Applicable Law and Place of Jurisdiction

These GTC and all contracts between OSHOOT and the Client are governed exclusively by Swiss law, to the exclusion of conflict-of-law rules and of the UN Convention on Contracts for the International Sale of Goods (CISG).

OSHOOT's registered office is in Otelfingen (Canton of Zurich). The exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship is Zurich. OSHOOT nevertheless remains entitled to take legal action against the Client at the Client's registered office or place of residence.

OSHOOT AG · Otelfingen · As of 1 January 2026