

II. Special terms

Salary calculation

Gross daily fee CHF _____ x number of working days _____ CHF _____
Holiday compensation per day _____% of CHF _____ x _____
Number of working days _____ CHF _____
Compensatory net salary CHF _____

Gross fee I

Travelling expenses CHF _____
Compulsory medical examination expenses CHF _____

Gross fee II

AHV-liable salary (80% of gross fee II) CHF _____

AHV/IV/EO contribution _____% CHF _____
ALV contribution _____% CHF _____
NBUV contribution _____% CHF _____
KK contribution (fixed) CHF _____
Professional pension plan _____% CHF _____

Total social deductions

Accommodation CHF _____
Additional accommodation costs CHF _____
Agent's commission (___% of gross fee I) CHF _____
VAT on agent's commission CHF _____
Income tax at source according to cantonal rates CHF _____

Total other deductions

Total net fee per month CHF _____

Additional arrangements (e.g. type of accommodation):

- 3.4 The necessary rehearsals with the orchestra or with other accompaniment count as working time.
3.5 The agency agrees to send the necessary publicity material (photos, etc.) free of charge to the management for the purpose of publicizing the artiste's activity. Publications on the Internet or in printed media require the artiste's express written agreement.
3.6 The artiste will treat any equipment, material and installations put at her disposal by the management with the utmost care. She is liable for intentionally or negligently caused damages. Collective or all-inclusive deductions from the fee for damages are not permitted.
3.7 The artiste engages not to neglect the performance even if the premises are only sparsely occupied.

Art. 4 Holidays

4.1 Duration: The management grants the artiste at least four, until her 20th birthday at least 5, weeks holiday per year. For an incomplete year of employment, holidays are granted corresponding to the duration of the working relationship in the relative year of service.

4.2 Salary: The management has to pay the artiste the entire allotted salary for holidays (along with a reasonable compensation for missed payment in kind).

Holidays can exceptionally be settled by cash payments. This is determined in percent of the total fee and is paid out with every salary. The compensation is 8.33% for a holiday allowance of 4 weeks, and 10.64% for a holiday allowance of 5 weeks.

Art. 5 Sundays and public holidays

5.1 After consultation with the artiste, the management will decide whether she also appears on Sundays and public holidays.

5.2 Within a 2-week period, at least one complete Sunday must be given off as a weekly rest day immediately before or after the daily time off. It must be 35 consecutive hours and comprise the following period of time:

a) Sat. 11 p.m. - Sun. 11 p.m. (principle) b) Sat 10 p.m. - Sun. 10 p.m. c) Sun 0 a.m - 12 p.m.

5.3 Sunday and public holiday work with a duration of up to 5 hours is to be compensated within 4 weeks by time off. If the duration is longer than 5 hours, then a 35-hour replacement time-off period must be granted on a normal working day during the engagement (1 month) which includes the time from 6 a.m. to 8 p.m. The replacement time-off periods are distributed over the whole duration of the engagement. In case of urgent need, they can be joined together. No compensation will be paid for public holidays on which the artiste has not worked.

Art. 6 Night work

For permanent night work, the artiste is granted a time supplement of 10%.

The artiste accepts to undertake permanent night work. The start and end of the night (night work) are fixed as follows: (Mark the applicable times with a cross)

a) 11 p.m. - 6 a.m. b) 10 p.m. - 5 a.m. c) 0 a.m - 7 a.m.

Art 7 Salary payment

The salary will be paid at the end of the employment relationship, however at the end of the month at the latest. The artiste will receive a detailed salary account according to clause II of the present contract.

Art. 8 Compensation for justified short absences

If the artiste is absent for one of the following reasons, the management will pay her fee for the following duration:

- | | | |
|---|---|--------|
| - | Own marriage | 1 day |
| - | Death of a family member living in the same household, death of a parent or parent-in-law | 2 days |
| - | Birth of an own child for male artists | 1 day |
| - | Fulfilment of legal duties /execution of public office | 1 day |

Art. 9 Salary in the case of prevention of performance

9.1 Salary: If the artiste is prevented from performing for reasons beyond her control, such as illness, accident, fulfilment of legal duties or execution of public office, the management must pay the resulting loss of salary for a limited period of time, together with reasonable compensation for loss of payment in kind, so long as the employment relationship has lasted more than three months, or has been entered into for more than three months.

9.2 Working relationship of less than three months: In the case of illness, the employer will, after a three-day waiting period, pay the artiste a daily allowance of CHF 50.00 from the fourth day of illness and at the longest until the end of the engagement, in which days off count as days of illness.

9.3 Loss of earnings insurance in case of illness: If the contract is concluded for a duration of more than three months, the management will take out a loss of earnings insurance in the case of illness, which will cover at least 80% of the salary (the fee) from the third day of illness. Half of the insurance premium is for the account of the artiste and will be deducted from her fee.

Art. 10 Unjustified non-appearance or departure from the job

10.1 If the artiste does not appear for work without a good reason or leaves it without notice or justification, the management has the right to compensation corresponding to one quarter of the agreed gross fee, but however a maximum of one quarter of the monthly fee. In addition, it has the right to compensation for further damages.

10.2 Likewise, in the case of unjustified dismissal by the management, the artiste has the right to reasonable compensation.

Art. 11 Insurances

11.1 Accident insurance: The management will insure the artiste against the consequences of accidents according to the regulations of the Federal law for accident insurance (UVG). The premiums for compulsory non-professional accident insurance are to be paid by the artiste, and will be deducted from her fee. The premiums for compulsory insurance against professional accidents and professional illnesses will be paid by the management.

11.2 Medical insurance: The management must fully insure every artiste with a limited residence permit from the start of the working relationship for medical, medicinal and hospital costs (public ward).

The premiums for health insurance are for the artiste's account and will be deducted from the salary.

11.3 Professional pension plan: The artiste will be ensured according to the federal act for professional pensions. If the artiste is liable to compulsory insurance, the premiums are payable by the management and the artiste in equal amounts. The artiste's part will be deducted directly from her fee.

In the case of an engagement of less than three months duration, the artiste can insure herself voluntarily according to art. 4 of the BVG. In this case too, the management will pay half the premiums and will transfer them to the corresponding pension fund.

11.4 Other insurances: The artiste insures herself against other risks, such as theft, fire and water damage, etc. at her own expense.

11.5 The management must give the artiste a copy or other proof of every insurance contract and premium calculation.

Art 12 Accommodation

Artistes accommodated by the management have the right to a heated bedroom, equipped with a lockable wardrobe. The room must receive direct daylight. The furniture and sanitary fittings must correspond to hygienic and medical police regulations. Normal local lodging costs are for the artiste's account and will be deducted from the salary. The type of accommodation must be shown under "Additional arrangements", particularly if the artiste is not accommodated alone.

Art 13 Residence/work permit

For foreign artistes, the management or the agency submits the application for the necessary residence/work permit. The permit fees are for the management's account. Only the fee for the alien's permit is for the artiste's account.

The artiste is obliged to send the necessary documents for the permit application to the agency at least two months prior to the start of the engagement. The artiste will have no claim for compensatory damages if her engagement is postponed due to non-compliance with this delay.

Art 14 Travelling costs

If the artiste is domiciled abroad, the management will pay a portion of the travelling costs from the place where the visa was issued to Switzerland, according to the attached all-inclusive travelling cost list. One eighth of the obligated all-inclusive travelling costs is paid per month of the artiste's engagement.

Art 15 Compulsory medical examination

The compulsory medical examination must take place within 5 days of arrival. The management will pay one eighth of the obligated all-inclusive examination cost according to the attached list per month of the artiste's engagement.

Art 16 Placement commission

The artiste owes the placement agency a placement commission according to the prescription of 16 January 1991 concerning the fees, commissions and guarantees in the field of the work placement law (GV-AVG).

The placement commission is calculated as a percentage of the actually owed gross fee and the amount is itemized in percent and francs in the salary calculation. The placement commission will be deducted from the artiste's fee by the management and transferred to the placement agency.

In the case of foreign placement, the artiste only pays commission when she has received a residence/work permit (AVG art. 9 para. 3).

Art 17 Applicable law

This contract is subject to mandatory regulations of section 10 of the Swiss Code of Obligations of 30 March 1911 (OR) concerning work contracts, art. 319 ff. The regulations of the work law (ArG), inasmuch as they concern artistic personnel, are also applicable to this contract. The present contract is subject to the regulations of the federal law of 6 October 1989 concerning work placement and personnel hiring (AVG), so far as it governs the legal relationship between the placement agency and the artiste.

Art. 18 Contract conclusion

The agency and the management will ensure that artistes, for whom the contract is not written in their mother tongue, have been informed of and understood all the regulations of the present contract.

Art 19 General directives

The management's general directives, which form a part of this contract, are brought to the attention of the artiste in writing before the contract is concluded. The management ensures that the artiste is in a position to understand the directives given to her.

Art 20 Law changes

Public law regulations and laws are subject to modifications.

Art. 21 Places of jurisdiction

For legal actions concerning the employment relationship, the court at the domicile or head office of the defending party, or at the place where the artiste usually performs her work, is competent (GestG, art. 24, para.

1). For legal actions concerning the placement relationship, the court at the place of the business branch of the agent with whom the contract was concluded (GestG, art. 24, para. 2) or the court at the place of the head office (GestG, art. 24, para. 1) is competent for artiste's complaints, and the court at the artiste's domicile (GestG, art. 3, para. 1 part. a) for placement agency complaints.

Signature of the parties

The parties agree to the present contract (recto and verso). It is signed in five copies. One copy is sent to the artiste.

Place and date:

The management

The artiste

The placement agency

