

Commercial Services Agreement

DRAFT - PENDING LEGAL REVIEW (not final legal advice; to be reviewed by a Luxembourg-qualified lawyer before use)

This Commercial Services Agreement (the "Agreement") is entered into on [Date] at [Place] between the parties identified below. Where this Agreement refers to a "proposal", it means the commercial proposal, quotation or statement of work issued by the Studio and accepted by the Client for the engagement described in Section 2, which is incorporated into this Agreement by reference. Contract reference: [Reference].

Parties

PARTY	DETAILS
The Studio ("Studio", "we", "us")	Lux Photo Pro S.à r.l., trading as Lux Photo Pro, a company registered with RCS Luxembourg B290472, VAT LU36089387, having its registered office at 13 Avenue Gaston Diderich, L-1420 Belair, Luxembourg, email info@luxphotopro.com, website luxphotopro.com, represented by Andre Mitin (Manager).
The Client ("Client", "you")	[Client company], registered with [Company RCS], VAT [Company VAT], having its registered office at [Company address], represented by [Signatory name] ([Signatory title]), contact email [Client email], contact phone [Client phone].

The Studio and the Client are each a "Party" and together the "Parties". This Agreement is concluded between two business parties (B2B); the Client acts in the course of its trade, business or profession and is not a consumer.

1. Services and Scope

- 1.1 The Studio shall provide the photography and/or videography services described in this Agreement and in the proposal (the "Services"). The scope of the Services is: [Project description].
- 1.2 The Services are to be performed on the agreed shoot date(s): [Shoot date(s)]. Where a date is provisional, it becomes firm once confirmed in writing by both Parties.
- 1.3 The deliverables are: [Deliverables]. Deliverables consist of processed (edited) image and/or video files delivered in the Studio's standard formats unless the proposal states otherwise.
- 1.4 The Services include [Revision rounds] round(s) of revisions to the processed deliverables. Additional revisions, additional deliverables, or any change to the agreed scope are chargeable and shall be agreed in writing before being carried out.
- 1.5 The Client shall provide, in good time, all access, information, briefing, locations, permissions, and on-site cooperation reasonably required for the Studio to perform the Services. Delays, restrictions, or missing permissions attributable to the Client may affect the timetable and the deliverables and do not entitle the Client to a reduction of the fee.

2. Engagement Details

2.1 The engagement is as set out in the proposal and in Sections 1 and 3. The assigned photographer/videographer level for this engagement is [Photographer level: Standard / Premium / André].

2.2 Any additional persons, equipment, locations, travel, or services not described in the proposal are out of scope and chargeable separately by written agreement.

3. Fees, VAT and Payment

3.1 The fee for the Services is [Amount excl. VAT] excluding VAT, plus VAT at 17% amounting to [VAT amount], for a total of [Total incl. VAT] EUR including VAT.

3.2 Payment is made in two instalments:

STAGE	AMOUNT	DUE
1. Deposit	[Deposit] (50% of [Total incl. VAT])	At booking — [Date]
2. Balance	[Instalment 2] (50%)	On delivery

3.3 The Studio issues a full VAT invoice (Studio VAT number LU36089387) for each instalment. The Client's purchase order (PO) number, where provided, will be quoted on the invoice; quoting a PO number is for the Client's administrative convenience and does not vary the terms of this Agreement.

3.4 The deposit secures the booking and covers the reservation of crew, scheduling and pre-production planning. The deposit is non-refundable, save where a refund is required by mandatory law.

3.5 Unless the invoice states otherwise, invoices are payable within the period stated on the invoice. Late payment may, to the extent permitted by Luxembourg law (including the legislation transposing Directive 2011/7/EU on combating late payment in commercial transactions), give rise to statutory default interest and a fixed recovery charge. The Studio may withhold delivery of the deliverables until all sums then due have been received.

3.6 All amounts are stated in EUR. Bank charges, currency-conversion costs and similar third-party fees are borne by the Client.

4. Delivery and Turnaround

4.1 Delivery timescales are as set out in the proposal and are indicative targets, not guaranteed deadlines. The Studio will use reasonable efforts to meet them and will keep the Client informed of any material change.

4.2 Delivery is made electronically (for example by online gallery or download link) unless the proposal specifies another method. Risk and responsibility for storing the delivered files pass to the Client on delivery (see Section 13 on retention).

4.3 Indicative turnaround times do not run, and may be extended, during any period in which the Client owes a payment that is due, fails to provide required cooperation, or requests changes to scope.

5. Licence and Usage Rights

5.1 Copyright and all other intellectual property rights in the photographs, footage and other works created under this Agreement remain with the Studio and/or the assigned photographer/videographer at all times.

5.2 On full payment of all sums due under this Agreement, the Studio grants the Client a licence to use the delivered processed files as follows, unless the proposal records different terms:

- **Territory:** Worldwide (default Worldwide);
- **Term:** Perpetual (default Perpetual);
- **Exclusivity:** Non-exclusive (default Non-exclusive);
- **Permitted use / channels:** the Client's own marketing (default the Client's own marketing).

5.3 The licence is granted to the Client for its own use. The Client may not sub-license, sell, or transfer the delivered files to a third party for that third party's independent commercial exploitation, except as expressly permitted in the proposal or otherwise agreed in writing.

5.4 The Client shall not present the works in a false, misleading, defamatory, or unlawful manner. The Client shall not remove or obscure any rights-management information except as reasonably required for the permitted use.

5.5 Exclusivity, a full rights buy-out, or any additional rights beyond those granted in Section 5.2 are available for a separate fee, to be agreed in writing.

6. RAW / Raw Material

6.1 Unprocessed (RAW) files, project files, out-takes, and other raw material are working materials of the Studio and are not delivered as standard.

6.2 RAW or other raw material may be licensed or supplied separately by written agreement and for a separate fee. In the absence of such a separate written agreement, no rights to the raw material are granted to the Client.

7. Portfolio Use

7.1 The Studio may use the works produced under this Agreement, together with the Client's name and brand, in its own portfolio, website, social media, award submissions, and marketing materials, as a reference of work performed, unless a no-portfolio clause is agreed under Section 7.2.

7.2 The Client may request a no-portfolio restriction, in which case the Studio shall not publish the works for its own portfolio or marketing. A no-portfolio restriction is available for a separate fee, agreed in writing, and operates together with the confidentiality provisions in Section 8.

7.3 Section 7.1 does not authorise the Studio to disclose Confidential Information (as defined in Section 8) beyond the publication of the works themselves; where the engagement is subject to confidentiality, the Studio will obtain the Client's prior written approval before any portfolio or marketing use.

8. Confidentiality / Non-Disclosure (Mutual)

8.1 "**Confidential Information**" means any non-public information disclosed by one Party (the "disclosing Party") to the other (the "receiving Party") in connection with this Agreement, whether oral, written or visual, that is marked or reasonably understood to be confidential, including business plans,

commercial terms, unreleased materials, customer and personnel information, and the contents of the proposal.

8.2 Each Party shall: (a) keep the other Party's Confidential Information confidential; (b) use it only for the purpose of performing or receiving the Services; and © not disclose it to any third party except to its personnel, professional advisers, and subcontractors who need to know it and who are bound by equivalent confidentiality obligations.

8.3 Confidentiality does not apply to information that is or becomes public other than through breach of this Agreement, was already lawfully known to the receiving Party, is independently developed without use of the Confidential Information, or is required to be disclosed by law or a competent authority (in which case the receiving Party shall, where lawful, give prior notice).

8.4 The confidentiality obligations in this Section 8 survive termination or expiry of this Agreement for a period to be confirmed (see Open Points). The publication rights in Section 7 are subject to this Section 8 and to any no-portfolio restriction.

9. Force Majeure and Substitution

9.1 If the photographer or videographer assigned to the engagement is unable to attend on the shoot date(s) (for example due to illness or an event of force majeure), the Studio will provide a replacement from its in-house team of the same level ([Photographer level: Standard / Premium / André]), working under the art direction of Andre Mitin and a single, consistent post-production style guide. Such substitution is a core feature of the Service and is not a breach of this Agreement.

9.2 “**Force majeure**” means an event beyond a Party's reasonable control, including acts of God, severe weather, fire, flood, epidemic or pandemic and related public-health measures, strikes, civil unrest, war, terrorism, failure of utilities or transport, and acts of public authorities. The affected Party shall notify the other promptly and use reasonable efforts to mitigate.

9.3 If, despite Section 9.1, the Studio is wholly prevented by force majeure from performing, the Parties shall cooperate in good faith to reschedule. Where rescheduling is not possible, the Studio shall refund sums paid for Services not yet performed, less the non-refundable deposit (which covers reserved crew and planning) and any costs reasonably and unavoidably incurred.

10. Data Protection (GDPR)

10.1 Each Party shall comply with Regulation (EU) 2016/679 (the “**GDPR**”) and applicable Luxembourg data-protection law.

10.2 In respect of personal data the Studio processes for its own purposes (for example the Client's contact details for managing this engagement, invoicing, and accounting), the Studio acts as **controller**. The Studio's processing of such data is described in the Studio's privacy information, summarised as follows:

- **Controller:** Lux Photo Pro S.à r.l., info@luxphotopro.com.
- **Categories of data:** identification and contact details of the Client's representatives; and images and footage created under the Services.
- **Purposes and legal bases:** performance of this Agreement (Art. 6(1)(b) GDPR); compliance with legal obligations including accounting and tax (Art. 6(1)© GDPR); and, where applicable, consent for marketing or publication (Art. 6(1)(a) GDPR).

- **Recipients / processors:** the Studio uses service providers acting as processors or recipients, which currently include, by way of example, Bitrix24 (CRM), Pixieset (galleries), Stripe and Mollie (payments), Dropbox and Google Workspace (storage), and Mailchimp and Resend (email).
- **Retention:** as set out in Section 13; accounting records are retained as required by Luxembourg law.
- **Rights:** data subjects may exercise their rights of access, rectification, erasure, restriction, portability, objection, and withdrawal of consent, and may lodge a complaint with the Commission nationale pour la protection des données (CNPd), Luxembourg.

10.3 Where the Studio photographs or films the Client's staff, guests, customers, or other individuals on the Client's premises or at the Client's event, the Client is responsible for obtaining all consents, notices, and authorisations required from those individuals under the GDPR, unless otherwise agreed in writing. The Client shall indemnify the Studio against claims arising from the Client's failure to obtain such consents, to the extent permitted by Luxembourg law.

10.4 If and to the extent the Studio processes personal data **on behalf of** the Client (such that the Client is controller and the Studio acts as processor), the Parties shall enter into a data-processing agreement compliant with Article 28 GDPR (see Open Points).

11. Limitation of Liability

11.1 Nothing in this Agreement excludes or limits liability that cannot be excluded or limited under Luxembourg law, including liability for death or personal injury caused by negligence, for fraud, gross negligence (faute lourde), or wilful misconduct (dol).

11.2 Subject to Section 11.1, the Studio's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the total contract amount, namely [Total incl. VAT].

11.3 Subject to Section 11.1, neither Party shall be liable for any indirect or consequential loss, nor for loss of profit, loss of business, loss of opportunity, loss of goodwill, or loss of anticipated savings, to the extent such exclusion is permitted by Luxembourg law.

11.4 The Studio's liability for the loss or corruption of delivered files after delivery is limited as set out in Section 13; the Client is responsible for keeping its own copies of the delivered files.

12. Cancellation

12.1 Either Party may cancel a booking by written notice. The consequences of cancellation by the Client are as set out in this Section 12 and in the proposal.

12.2 On cancellation by the Client, the deposit is forfeited as set out in Section 3.4 (it covers reserved crew and planning). If the Client cancels within 60 days of the shoot date, the Client also owes 50% of the remaining balance (that is, the contract amount less the forfeited deposit), in addition to the forfeited deposit.

12.3 As the Client is a business, no consumer cooling-off (withdrawal) right applies to this Agreement.

12.4 Cancellation does not relieve the Client of liability for sums already due, nor for costs reasonably and unavoidably incurred by the Studio before the cancellation took effect.

13. File Retention

13.1 As standard, the Studio stores the project files for 2 months after delivery. After that period the Studio is under no obligation to retain the files, and the Client is responsible for keeping its own copies of the delivered files.

13.2 Extended archiving is available by separate arrangement and for a separate fee.

13.3 Accounting and tax records are retained by the Studio for the period required by Luxembourg law (see Open Points).

14. Term, Termination and General

14.1 This Agreement takes effect on [Date] and continues until the Services have been delivered and all sums have been paid, unless terminated earlier in accordance with its terms.

14.2 Either Party may terminate this Agreement with immediate effect by written notice if the other Party commits a material breach that it fails to remedy within a reasonable period after written notice, or becomes insolvent or subject to insolvency proceedings. Section 12 governs the financial consequences of cancellation by the Client.

14.3 Sections that by their nature should survive termination (including Sections 5, 6, 8, 10, 11, and 13) survive termination or expiry.

14.4 This Agreement, together with the proposal, constitutes the entire agreement between the Parties on its subject matter and supersedes prior discussions. Any amendment must be in writing and signed by both Parties. If any provision is found invalid, the remainder continues in effect. No failure to enforce a right is a waiver of it. Neither Party may assign this Agreement without the other's prior written consent, which shall not be unreasonably withheld; the Studio may engage subcontractors as described in this Agreement.

15. Governing Law and Jurisdiction

15.1 This Agreement is governed by the laws of the Grand Duchy of Luxembourg. The courts of the City of Luxembourg have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement, subject to any mandatory rule of jurisdiction.

15.2 **Governing language.** This Agreement is drawn up in English. Any French or Luxembourgish version is provided for convenience only. In the event of any discrepancy or conflict of interpretation, the **English version prevails**.

Signatures

The Parties, acting through their duly authorised representatives, agree to the terms of this Agreement.

Place: [Place]

Date: [Date]

FOR THE STUDIO	FOR THE CLIENT
Lux Photo Pro S.à r.l.	[Client company]
Name: Andre Mitin	Name: [Signatory name]
Title: Manager	Title: [Signatory title]
Signature: _____	Signature: _____