

PARTICIPATION CONTRACT IN FAIRMAIL

With this contract we confirm the cooperation between with father's nameand with address.....whom will be referred to as **THE PARTICIPANT**, and the company FairMail India, represented by Ms Janneke Smeulders, with passport number [REDACTED] and with permanent address [REDACTED], whom from here we refer to as **FAIRMAIL**.

Signing this contract, both parties agree on and will comply with the following rules and conditions:

1.0 – about FAIRMAIL:

FAIRMAIL is a company producing and selling photo greeting cards, involving underprivileged teenagers in the photography part to give them the chance to develop their creativity and self esteem and to earn money to invest in their futures. The participants get free photography training, a medical insurance fund and 50% of the profit of their photos that may be spent on health, education and/or housing.

2.0 – the obligations and rights

THE PARTICIPANT has the following obligations:

- a) Participate actively and motivated in at least 70 % of the activities.
- b) If not able to come, warn the manager and the volunteers about this at least half a day before the class. Every time the participant comes without letting it know in advance, a fine of 100 Rs is subtracted from the profits fund. After 3 times the participant is expelled out of the program.
- c) Give permission to FairMail to use the photos for commercial use. This permission is given by signing this contract.
- d) Give a bill for all money spent within 10 days after receiving the money. Without showing a bill, FairMail cannot pay the next amount.
- e) Treat the camera that FairMail borrows to the participant in a responsible way: if any damage is done to the camera, the participant has to pay the value to repair or replace it to FairMail out of the profit fund!
- f) Have at least 2 photos selected for postcards per contract year.
- g) Treat the manager and volunteers in a respectful way and take care of the FairMail office and all its contents in a responsible way.
- h) Together with the manager and parents, write a personal long term plan with the needed budget and a financial plan.

THE PARTICIPANT has the following rights:

- a) General guidance and free photography training.
- b) Access to the details of the profits fund, at least once in 3 months.
- c) Access to the money saved in the profits fund, following the rules as explained in article 3.
- d) Access to the medical fund that FairMail saves every month while this contract is active, under the condition of showing and giving the bills of where the money was spent on.
- e) End this contract. If so, the saved funds will be used as explained in article 4.

FAIRMAIL has the following obligations:

- a) Borrow a camera and related materials to the participant and provide for free classes.
- b) Maintain a transparent administration of the profits- and medical funds and show it to the participant when needed and at least once in 3 months.
- c) Save the amount of 500 Rs monthly in a private medical fund to cover medical costs of the participant and his/her direct family (only parents and direct sisters and brothers). If there are medical costs that are higher then the money saved in FairMail, FairMail is NOT responsible to pay those. This fund is only available to the participant during the participation

in FairMail. After ending the participation, the money saved in the medical fund will stay in FairMail.

FAIRMAIL has the following rights:

- a) Use the photos of the participant for commercial use, but always using the name of the photographer and respecting the copyrights.
- b) Use 50% of the profit for the company or other means.
- c) Expel the participant from the programme, if the participant is not complying with the rules and conditions of this contract. When expelled, the funds of the participant will be used as stated in article 4.

3.0 – about the rules of the profits fund

50 % of the profit made from the selected photos goes into the profit fund of the participant. The profit is the amount earned with the sale of the photos **minus** the costs made for printing and other general costs like rent, salaries, transport, food, administration, etc. The profit is calculated for every photo so every photo has a different profit. Then half (50%) of this profit goes to the private fund of the photographer: every participant has an own profit fund. The total maximum amount the participant can receive in his funds during the whole duration of the contract is 10.000 euros. If this amount will be exceeded, the money earned will be put in a separate general FairMail fund from which investments will be made in the professionalization of FairMail India or the growth of FairMail in general.

The money in the profit fund can be spent on (see detailed list):

- School fees and school materials like books, uniforms, pencils, etc.
- Materials for house construction of the participant like cement, sand, bricks, beds, mattresses, cupboards, sofa, table, electricity materials, kitchen utensils, toilet.
- Health/medical costs of the participant and the direct family.
- Investments needed to start up a business, under the condition that the participant writes a business plan with details about the costs and planned income. The money can only be spent on the investments if the manager and FairMail approves the business plan.

4.0- about when the participant ends his/her contract with FairMail.

After leaving FairMail, the ex participant keeps the right on his/her profit fund as long as his/her photos are being sold. The use of the money has the same rules as explained in article 3. After leaving FairMail, the ex participant has NO longer right on the medical fund and all money that is left in the fund stays in FairMail.

5.0– The duration of the contract

This contract starts on (date:)of 20.. and keeps valid until the last day of the month in which the participant becomes 19 years old.

Date of signing:

PARTICIPANT

Name:
Age:
Date of birth:
Signature:

FAIRMAIL

Janneke Smeulders