

DATED [REDACTED] 2017

[AGENCY] LIMITED

and

[REDACTED]

MOTHER AGENCY MODEL REPRESENTATION AGREEMENT

MODEL MANAGEMENT AND REPRESENTATION HEADS OF TERMS

| | |
|--------------------------|---|
| Commencement Date | The date of this Agreement. |
| Term | Subject to earlier termination in accordance with Clause 9 of the Terms and Conditions, the Agreement shall commence in full force and effect on the Commencement Date and shall continue for a period of one (1) year (the “ Initial Term ”). On expiry of the Initial Term, the Agreement shall continue unless and until the Agreement is terminated in accordance with Clause 9 of the Terms and Conditions. |
| Territory | The United Kingdom. |
| Parties | [●] incorporated and registered in England and Wales with company number [●] whose registered office is at [●] (the “ Company ”); and [] of [] (the “ Model ”). |
| Agency Fee | Shall be [●]% of the Agreed Fee. Agencies set their own fees independently. |
| Model Fee | Shall be [●]% of the Agreed Fee. Agencies set their own fees independently. |

Unless stated otherwise in these Heads of Terms, defined terms have the meaning given to them in Schedule 1 of the Terms and Conditions.

These Heads of Terms are strictly subject to the attached Terms and Conditions. By signing these Heads of Terms, the parties hereby confirm they have read, understood and agree to be bound by, the attached Terms and Conditions.

SIGNED as a DEED by [●] Limited
by [●]

.....

in the presence of

.....

Witness Name:

Witness Address:

Witness Occupation:

SIGNED as a DEED by Model

Signature:

Name:

In the presence of:

Signature:

Name:

Address:

.....

I, the Model, hereby give my clear and unambiguous consent for the Company to use, store and process any personal data I provide to the Company in connection with this Agreement in accordance with the Company's privacy policy, as amended from time to time and available on our website at **[AGENCY URL]**.

(please tick and sign if you give your consent.

Signature:

TERMS AND CONDITIONS

These Terms and Conditions, together with the Heads of Terms, constitute the terms of the Mother Agency Model Representation Agreement (the “Agreement”) between [●] Limited incorporated and registered in England and Wales with company number [●] whose registered office is at [●] (the “Company”) and [] of [] (the “Model”).

1. Appointment

- 1.1 The Model hereby engages the Company with immediate effect as the Model’s Mother Agent and exclusive personal manager and representative throughout the Territory for the Term in connection with the Services. The Model acknowledges and agrees this is fair and reasonable considering the management time, investment and resources the Company shall be investing in starting, building and promoting the Model’s career through provision of the Services.
- 1.2 The Model represents and warrants that:
- 1.2.1 the Model has not appointed any third party to carry out any Commercial Activities on his/her behalf and nor will the Model do so at any time during the Term;
 - 1.2.2 any third party who approaches the Model to represent the Model will be made aware of the terms of this Agreement and the potential Agency Fee payable in accordance with Clause 1.3 and immediately referred to the Company;
 - 1.2.3 the Model will co-operate and assist the Company and take any action the Company may reasonably request to enable the Company to fulfil its obligations under this Agreement and increase the reputation and goodwill of the Model; and
 - 1.2.4 in the event that any third party approaches the Model directly regarding a Commercial Opportunity, then the Model shall immediately refer such third party to the Company and the Company shall negotiate and discuss any Commercial Opportunity on behalf of the Model in accordance with Clause 2.
- 1.3 In the event the Model does not comply with his/her obligations in Clauses 1.1 and 1.2 and engages with a third party regarding any Commercial Activities or Commercial Opportunities, the Model acknowledges, understands and agrees he/she shall nonetheless pay the Company (and the Company shall be entitled to receive) the Agency Fee in full in respect of such Commercial Activities or Commercial Opportunities notwithstanding the Company’s lack of involvement therein and in no circumstances shall the Model withhold payment of the Agency Fee or any part of it on the basis of or with reference to the lack of involvement of the Company therein. The Model shall notify any such third party of the potential Agency Fee in accordance with Clause 1.2.2.

2. Company’s Obligations

- 2.1 In consideration of the mutual obligations and conditions contained in this Agreement, the Company agrees to act as the Model’s exclusive personal manager and representative Worldwide during the Term and to provide one or more of the Services as the Company, in its sole discretion, deems appropriate.
- 2.2 Aside from the Chargeable Costs, the Company shall incur and meet the operating costs of the Company as part of its obligation to perform its obligations under this Agreement. The Model acknowledges accepts and agrees that any costs and expenses which are Chargeable Costs shall be re-charged to and payable by the Model and the Company shall be entitled to deduct and/or set-off any such costs and expenses from the Model Fee. No Chargeable Costs will be incurred without the consent of the Model.

3. Model's Obligations

- 3.1 In consideration of the mutual obligations and conditions contained in this Agreement, the Model agrees to perform the Model Obligations.
- 3.2 The Model warrants and represents that the Model is not a party to any other agreement regarding the Model's professional representation or management which infringes or could otherwise reasonably be expected to conflict with the terms of this agreement.
- 3.3 The Model acknowledges that whilst all Clients are believed to be reputable and creditworthy by the Company, the Company does not guarantee, and is not responsible for, the payment of fees and expenses in relation to any engagements or Commercial Activities undertaken by the Model.
- 3.4 The Model warrants and represents that he/she is duly entitled to lawfully work and carry out Commercial Activities in the United Kingdom, and that the Model has obtained all necessary work permits, consents and licences to undertake Commercial Activities in the Territory.
- 3.5 The Model warrants and represents to the Company that:
 - 3.5.1 he/she has the full right, power and authority to enter into and perform the Model's obligations under this Agreement which shall constitute lawful, valid and binding obligations in accordance with their terms;
 - 3.5.2 the Model's performance of this Agreement shall not breach any other agreement or obligation (including any law, regulation, licence provision, order, judgment or decree) by which it is bound nor shall its performance be affected by such agreements or obligations or by any litigation or dispute in which the Model is, or the Model's representative are, involved; and

4. Foreign Agencies

- 4.1 Notwithstanding and strictly subject to the terms of Clause 1, the Model acknowledges, accepts and agrees that:
 - 4.1.1 the Company may choose to appoint a third party agency ("**Foreign Agency**") to represent and act on behalf of the Model within a specific territory where the Company deems this appropriate for the purpose of furthering the Model's career and/or reputation;
 - 4.1.2 the terms of this Agreement will apply to and bind the Model in relation to its dealing with any Foreign Agency in the territory in which the Foreign Agency is appointed as if the Foreign Agency was a party to this Agreement in place of the Company;
 - 4.1.3 the Model will not allow any agency or third party to represent the Model other than the Company and a Foreign Agency (if any has been appointed by the Company); and
 - 4.1.4 the Company shall be responsible for any appointment, removal and/or extension of the appointment of any Foreign Agency.

5. Fees

- 5.1 The Company shall be entitled to deduct the Agency Fee from the Agreed Fee as soon as the Gross Income is received by the Company.
- 5.2 The Model authorises and directs the Company to collect, receive and deposit in to the Company's bank account all Gross Income and sums received by the Company for the Model's

services including all sums due to the Company or any of the Company's affiliates, including without limitation the Fee and such sums received after termination of this Agreement.

5.3 The Model represents and warrants that:

5.3.1 the Model waives the right under regulation 25 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and agrees the Company should hold the Model Fee in the Company's client account for payment to the Model at the end of the relevant week in which the Company receives such monies;

5.3.2 the Company is authorised by the Model to deduct and/or set-off any expenses paid on the Model's behalf, from Model Fees received by the Company from time to time as the Company deems necessary and appropriate;

5.3.3 the Company shall pay all monies due to the Model into the bank account notified in writing to the Company by the Model on a weekly basis;

5.3.4 in the event that the Model is paid directly by the Client (which will require the Company's prior written consent), the Model must immediately, and at the latest, within ten working days, reimburse the Company the Agreed Fee; and

5.3.5 the Company shall use reasonable endeavours to collect amounts due to the Model from Clients but the costs and expenses of collection of such amounts shall be borne by the Model pro-rata to the model's share of the earnings.

5.4 The Model acknowledges, accepts and agrees that, unless the Company determines otherwise in its absolute discretion, he/she shall not be entitled to retain any Model Fees until the Model has repaid to the Company any and all amounts owed to the Company, including without limitation any Advance.

5.5 All payments of Model Fees or other amounts owed to the Model shall be paid in pounds sterling and shall not be grossed up for tax including without limitation withholding tax. The Model shall be responsible for paying any tax liabilities in the Territory and shall confirm in writing, if requested by the Company, that all tax liabilities have been appropriately settled and paid.

6. Expenses and Advances

6.1 Subject to Clause 6.2, the Company is under no obligation to pay for the Model's expenses and any expenses paid by the Company (in its discretion) on behalf of the Model shall be deducted from the Model Fee.

6.2 The Company is under no obligation to provide an Advance to the Model but the Model may request an Advance and the Company may make an Advance to the Model in its absolute discretion. As a rule a maximum of only 50% of, credit checked, UK client debts will be advanced. Foreign clients, buy-outs or London Fashion Week clients will **NOT** be advanced.

6.3 All outstanding Advance balances shall be payable upon the termination of this Agreement and in any event within ninety (90) days of the date that the Advance was provided by the Company to the Model unless otherwise agreed in writing between the Parties.

6.4 An Advance to the Model against an account receivable constitutes a debt that the Model owes to the Company. The Model shall pay the Advance if the relevant account receivable has not been collected within ninety (90) days (or at such longer periods as has been agreed between the parties in writing), the Advance shall be deducted from the collected Gross Income received by the Company.

6.5 The Model shall pay [●]% or the relevant sums shall be deducted from the Model Fee, of any expenses incurred as a result of the engagement of any collection agencies or law firms for the purpose of recovering Agreed Fees from clients.

6.6 In the event that the Model's Gross Income is insufficient to cover an Advance made to the Model, the Model acknowledges and agrees that it is the Model's responsibility to repay the Company the total amount of any sum of the Advance that may be outstanding.

7. Rights to Use Model's Image

During the Term, the Model grants to the Company a licence and right (but not an obligation) to:

7.1.1 use the Model's Endorsement in connection with the Company's promotion of the Model and/or any Commercial Activity; and

7.1.2 grant to others the right to use the Model's Endorsement.

8. Power of Attorney

The Model irrevocably authorises and appoints the Company during the Term to be the Model's agent and attorney for the purpose of:

8.1.1 negotiating, renegotiating, contracting and executing on behalf of the Model all agreements and documents and instruments providing for the Model's services to the Clients in relation to any Commercial Activities;

8.1.2 approving and permitting the use of the Model's Endorsement for the purpose of advertising and publicity or any Commercial Activity;

8.1.3 collecting and receiving sums payable to the Model, endorsing the Model's name and depositing in to the Company's account all sums payable to the Model, and retaining all sums owed to the Company;

8.1.4 demanding, strictly subject to the Model's prior approval, suing for and collecting, all claims, money, interest and other items that may be due to the Model or belong to the Model (the Parties agree to be responsible for any associated costs and expenses on a pro-rata basis which reflects the relevant percentages of the Model Fee and Agency Fee);

8.1.5 to sign releases and similar instruments on the Model's behalf; and

8.1.6 to undertake and perform any other activities on the Model's behalf as the Company deems appropriate for the purpose of carrying out the Commercial Activities and any other obligation included in this Agreement.

9. Termination

9.1 Following expiry of the Initial Term, either Party may terminate this Agreement at any time by serving not less than ninety (90) days written notice of termination on the other Party.

9.2 Notwithstanding the Company's other rights and remedies, the Company shall have the right to terminate this Agreement upon ninety (90) days written notice served on the Model, if at any time during the Term:

9.2.1 the Model fails to comply with any of his/her obligations under Clause 6;

- 9.2.2 the Model's repeatedly and continually fails to maintain the Model's appearance including the Model's face, skin, body dimensions, tone, weight, hair style and hair colour is detrimental to the Company's ability to perform the Services and the Model's ability to perform the Commercial Activity;
- 9.2.3 the Model's fails to co-operate with the Company's booking procedures and policies is detrimental to the Company's ability to perform the Services and the Model's ability to perform the Commercial Activity;
- 9.2.4 the Model's fails to remain available for modelling assignments is detrimental to the Company's ability to perform the Services and the Model's ability to perform the Commercial Activity;
- 9.2.5 there is unsatisfactory feedback from Clients or photographers to either the Model's personal appearance or portfolio;
- 9.2.6 there is any misconduct on the Model's part which adversely affects the Company's and/or Client's professional image or reputation;
- 9.2.7 the Model is convicted of any criminal offence;
- 9.2.8 the Model fails to repay any Advance and/or other amount owed to the Company in accordance with Clause 6;
- 9.2.9 the Model is made bankrupt or makes a composition or arrangement with the Model's creditors;
- 9.2.10 the Model conducts himself/herself publicly in a manner that offends against decency or morality or causes the Model to be held in public ridicule, scorn or contempt or is involved in a public scandal;
- 9.2.11 the Model uses, deals in or aids and abets any other person to use or deal in any illegal drug or other substance; and/or
- 9.2.12 the Model's fails to perform their obligations in accordance with Good Industry Practice, any industry codes of practice and/or any applicable laws.

10. Limitation of Liability

- 10.1 Neither Party excludes nor limits its liability under this Agreement for:
 - 10.1.1 death or personal injury caused by its negligence;
 - 10.1.2 fraudulent misrepresentation; or
 - 10.1.3 any other type of liability which cannot by law be excluded or limited.
- 10.2 Subject to Clause 10.1, the Company limits its liability under this Agreement, whether such liability arises in contract, breach of legal duty (including without limitation negligence) or otherwise, so that the maximum liability of the Company for all claims brought in connection with this Agreement or its subject matter shall be limited to and shall not in aggregate exceed the total amount of the Fees paid to the Company within six (6) months prior to the liability arising.
- 10.3 The Company shall not be liable for:

- 10.3.1 loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings and/or earnings;
- 10.3.2 failure by a Client to attend a booking for whatever reason;
- 10.3.3 damage to the Model's reputation; or
- 10.3.4 consequential, special or indirect loss or damage;

even if the Company has been advised of the possibility of such loss or damage.

11. Consequences of Termination

- 11.1 The Model shall ensure that the terms of this Agreement are drawn to the attention of any third party company and/or individual which wishes to represent the Model, including without limitation the provisions of Clause 6. In this regard the Model acknowledges accepts and agrees that the Company shall be entitled to request a written confirmation from the Model and/or any third party who wishes to represent the Model after the termination of this Agreement that the terms of this Agreement including without limitation the provisions of Clause 6 shall continue to be observed and maintained after the expiry of this Agreement.
- 11.2 The Model shall ensure that any Commercial Activities undertaken during the Term are notified to any third party company and/or individual who represents the Model after the expiry and/or termination of this Agreement. In addition the Model shall ensure that:
 - 11.2.1 the Company shall be entitled to receive all Gross Income and retain Agency Fees relating to any revenues, royalties and/or similar income which is generated as a consequence of an extension of usage of any Commercial Activities which were created during the Term;
 - 11.2.2 any renewals and/or extension and/or re-negotiation of the activities of such Commercial Activities requested by a third party after the expiry and/or termination of the Term shall be immediately notified to the Company. Notwithstanding the termination or expiry of this Agreement, the Company shall be entitled but not obliged to act on the Model's behalf and manage the negotiation and finalising of any such extension and/or the re-use of original materials and/or re-negotiations on the Models behalf and shall be entitled to receive all Gross Income and retain the Agency Fee or similar commission resulting from any such renewal and/or extension and/or re-negotiations of the Commercial Activities; and/or
 - 11.2.3 the Company shall be entitled to fulfil any options requested by a third party that are open at the time of the notice being given by the Model. The Company shall be entitled to receive all agency fees and or similar commission relating to any revenues, royalties and/or similar income which is generated as a consequence of any Commercial Activities that may arise from such options being confirmed.
- 11.3 Upon the termination or expiration of this Agreement for any reason, the Model shall:
 - 11.3.1 immediately refrain from any action that would or may indicate any relationship between the Model and the Company;
 - 11.3.2 immediately pay to the Company any amounts which are owed to the Company including without limitation any Advances and any amounts owed under Clause 6 and Clause 11.2;

11.3.3 procure from any third party company and/or individual who intends to represent the Model any written assurances and commitments which the Company may reasonably request.

12. Independent Contractor

12.1 The Parties agree that the relationship between the Parties is that of independent contractors and nothing in this agreement shall render the Model an employee, worker, agent or partner of the Company and the Model shall not hold himself or herself out as an employee, worker, agent or partner of the Company.

12.2 The Model shall be responsible for:

12.2.1 the Model's own expenses, unless paid by a Client on bookings, such as travel, lodging, entertainment, wardrobe or make up, it being understood that the Company shall not be responsible for paying or reimbursing any such expenses unless otherwise agreed in writing between the parties;

12.2.2 preparing and filing the Model's own tax returns and paying all taxes and National Insurance Contributions required to be paid and any other charges payable for the applicable accounting period; and

12.2.3 all National Insurance liabilities arising in connection with the Model's services. Unless required by law, the Company shall not withhold any sums from any Gross Income in respect to PAYE or National Insurance.

12.2.4 The Model shall indemnify and hold harmless the Company's affiliates, shareholders, employees, agents, representatives, officers and directors for and in respect of any claims of liability for any taxes, PAYE or National Insurance payments related to the Model and any liability arising from any employment related claim or any claim based on worker status (including reasonable costs and expenses) brought against the Company arising out of or in connection with terms of this Agreement. The Model agrees the Company may deduct and/or set off any such amounts required to meet any such liabilities from any money due to the Model.

12.3 The Model acknowledges and agrees:

12.3.1 it is the Model's duty to register with HM Customs & Excise for Value Added Tax if the Model's annual turnover exceeds the minimum annual turnover registration threshold for the time being and the Model shall provide the Company with the Model's VAT number and VAT shall be added to all invoices issued by the Company in the name of the Model;

12.3.2 in the event that the Model is non EC and/or non-resident, and does not pay taxes in the UK he/she is aware of the Foreign Entertainers Tax which may be applied to any invoices or transactions of work that the Model might undertake in the UK. The agency has the Model's full authority to deduct this tax from earnings and pay it to Her Majesty's Revenue & Customs;

12.3.3 the Company is not the Model's employer and will not be held responsible (by way of vicarious liability or otherwise) for any claim which the Model may wish to make as a result of any accident or loss incurred whilst on an assignment, undertaking Commercial Activities or at any other time; and

12.3.4 the Model will be liable for any and all claims, expenses, costs and liability which are made and/or threatened against the Company by any third party (including Clients) for

any acts, omissions and/or negligent performance by the Model in connection with any Commercial Activities.

- 12.4 The Company may, at its option, satisfy and/or pay any amounts due under the indemnities set out in this Clause 12 (in whole or in part) by way of deduction from any payments due to the Model.
- 12.5 The Model may choose, for any Commercial Activities, to offer a substitute or alternative representative to undertake the Commercial Activities on his/her behalf and acknowledges and accepts the Company shall not be liable for any claims, expenses, costs and/or liabilities which a Client may seek if the Model chooses to offer such a substitute or alternative representative.
- 12.6 The Model is free to determine when and which Commercial Activities he/she is willing to undertake and will take steps to keep the Company regularly and promptly informed on an ongoing basis as to the Model's willingness to undertake any Commercial Activities.

13. Confidentiality

- 13.1 For the purposes of each Party's obligations under this Clause 14, Confidential Information means all Confidential Information disclosed to the other Party ("**Receiving Party**") by or on behalf of the disclosing Party ("**Disclosing Party**").
- 13.2 Each Party undertakes to the other:
 - 13.2.1 to keep confidential all Confidential Information;
 - 13.2.2 not without the other Party's prior written consent to disclose the Confidential Information in whole or in part to any other person save those of its directors, employees, agents or professional advisers involved in the implementation of this Agreement and provided in all cases that they have a need to know the same; and
 - 13.2.3 to use the Confidential Information solely in connection with the exercise or enjoyment of rights and/or the performance of obligations under this Agreement and not otherwise for its own benefit or the benefit of any third party; and
 - 13.2.4 to keep confidential and not to disclose any information to any other party in relation to fees earned by the Model for any work undertaken.
- 13.3 The provisions of Clause 13.2 shall not apply to the whole or any part of the Confidential Information that can be shown by the Receiving Party to be:
 - 13.3.1 disclosed as a requirement of law or any Regulatory Body to whose rule either Party is subject;
 - 13.3.2 known to the Receiving Party prior to the date of this Agreement otherwise than as a result of being obtained directly or indirectly from the Party disclosing such Confidential Information;
 - 13.3.3 obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to the Disclosing Party by any reason; or
 - 13.3.4 in the public domain in the form in which it is possessed by the Disclosing Party other than as a result of a breach of a duty of confidence owed to the Disclosing Party by any person.

13.4 Each Party agrees to keep the terms of this Agreement confidential and no announcement concerning the transactions contemplated by this Agreement or any ancillary matter shall be made by either Party without the prior approval of the other Party.

13.5 The provisions of this Clause 13 shall survive termination of this Agreement for any reason.

14. Data Protection

14.1 The basis on which any personal data we collect from you, or that you provide to us, will be processed by us is set out in our privacy policy (as amended from time to time and available on our website at **[AGENCY URL]**). Please read the privacy policy carefully to understand our views and practices regarding your personal data and how we will treat it.

14.2 You warrant and represent you have all rights, consents and entitlements to pass any data, including personal data, to us for use in accordance with the privacy policy.

15. General

15.1 Neither Party is to be liable to the other for failure to perform any obligation under this Agreement to the extent that the failure is caused by Force Majeure, the effects of which could not have been reasonably anticipated or prevented by that Party.

15.2 A Party becoming aware of any Force Majeure must promptly notify the other of the relevant facts and any likely delay or other effect, and both Parties shall use their best endeavours to mitigate the effects of the Force Majeure.

15.3 Nothing in this Agreement is intended to create any form of joint venture, partnership or similar relationship between the Parties.

15.4 No variation of this Agreement shall be effective unless it is in writing and signed by, or on behalf of all Parties.

15.5 Neither Party shall assign or transfer its rights and/or obligations pursuant to this Agreement (other than for the purposes of internal corporate reconstruction, reorganisation, merger or analogous proceedings) without the prior written consent of the other Party.

15.6 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in the Company under or pursuant to this Agreement shall constitute a waiver by the Company of that or any other right, power or remedy.

15.7 If any part of a clause in this Agreement is found to be illegal or unenforceable at law, it shall be deemed to be void and of no force and effect to the extent necessary to bring such term within the provisions of any such applicable laws, and such provision as so modified and the balance of the provisions of this Agreement shall be enforceable.

15.8 This Agreement may be executed in any number of counterparts (facsimile or original), each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

15.9 This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the parties relating to its subject matter.

- 15.10 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 15.11 A person who is not a party to this Agreement shall not have any rights under or in connection with it.
- 15.12 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 15.13 Each Party irrevocably agrees, for the sole benefit of the Company that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Nothing in this Clause 15.12 shall limit the right of the Company to take proceedings against the Model in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Definitions and Interpretation

1. The following definitions shall apply to this Agreement:

“Advances” means money and/or other consideration loaned to the Model by the Company as against receipts or anticipated expenses including but not limited to relocation costs, airfare(s), car hire or taxis, hotel expenses, rental expenses, work permits, visas, language lessons and shipping expenses.

“Agency Fee” means the agency fee as specified in the Heads of Terms.

“Agreed Fee” means the total sum invoiced to the Client less any expenses invoiced by the Company in the name of the Model.

“Chargeable Costs” means the following cost items agreed in writing between the Company and the Model in advance and payable, as applicable, by the Model (unless incurred on a client’s behalf and agreed as chargeable to that client):

- a) relocation costs;
- b) airfares;
- c) car hire or taxis;
- d) chauffeured cars;
- e) hotel expenses;
- f) rental expenses;
- g) work permits;
- h) visas;
- i) language lessons;
- j) shipping expenses;
- k) personal expenses;
- l) cash advances;
- m) special photographic tests;
- n) special video tests; and/or
- o) medical expenses (including but not limited to check-ups and assessments).

“Clients or Client” means clients or a client of the Company.

“Commercial Activities” means all commercial modelling activities relating to the Model including without limitation those relating to endorsement, advertising, sponsorship, commercial partnerships, personal appearances, high fashion, catwalks, photographic editorials, promotional activities, in-house live modelling, social media, media (including television and any other form of

broadcast, digital transmission, internet and mobile services), contract negotiations, public relations and the Services, and “**Commercial Activity**” shall be construed accordingly.

“**Force Majeure**” means in relation to either Party any cause beyond the reasonable control of that Party including, without limitation, any of the following:

- a) act of God;
- b) war, insurrection, riot, civil disturbance, acts of terrorism;
- c) fire, explosion, flood, storm;
- d) theft or malicious damage;
- e) strike, lock-out, or other industrial dispute (whether involving the workforce of the Party so prevented or any other party);
- f) third party injunction;
- g) national defence requirements, acts or regulations of national or local governments; or
- h) inability to obtain essential fuel, power, raw materials, labour, containers or transportation, accident, malfunction of machinery or apparatus, denial of export or import licences.

“**Good Industry Practice**” means using standards, practices, methods and procedures and exercising that degree of excellence, professionalism, skill and care, diligence, prudence and foresight to the highest standards that would reasonably and ordinarily be expected from an individual engaged in a similar type of undertaking under the same or similar circumstances from time to time.

“**Gross Income**” means the total amount invoiced by the Company in the name of the Model (including any Value in Kind and exclusive of any VAT) derived from all activities introduced, negotiated, or arranged by the Company for the Model which shall include without limitations, income from all sources, salaries, fees, earnings, royalties, residuals, proceeds, buy outs, bonuses, prizes or other compensation received at any time from any assignment or Commercial Activity introduced and negotiated by the Company less any expenses invoiced by the Company in the name of the Model.

“**Model Fee**” means the model fee as specified in the Heads of Terms.

“**Model’s Endorsement**” means the Model’s name, nickname, initials, autograph, voice, facsimile signature, assumed name, photograph, image, statements, signifier, likeness, caricature, logo or other identification, motion picture, picture or any other endorsement or image whatsoever associated with the Model and any registered or unregistered trademarks associated therein.

“**Model Obligations**” means the following Model obligations:

- a) immediately advising the Company of all matters concerning the Model’s endeavours in the modelling, entertainment, publishing, broadcasting and advertising industries or any other activities that can reasonably be expected to impact on the Services and any other Commercial Activities;

- b) immediately referring any booking enquiries or offers relating to the Model's services to the Company;
- c) not entering into any contract or sign any written documents in relation to any bookings, enquiries or offers related in any way whatsoever to the modelling or entertainment industries and/or any Commercial Activities or any other activities that can reasonably be expected to impact on the Services without first obtaining the prior written consent of the Company (to be determined in the Company's absolute discretion);
- d) authorising the Company to distribute the Model's data which shall include without limitation, the Model's name, image and likeness to Clients and affiliates of the Company nationally and abroad as may be convenient from time to time;
- e) authorising the Company to publish via the Company's website and other digital channels, the Model's name, image and likeness for the Model's promotion;
- f) keeping the Company consistently and regularly updated with the Model's current and accurate contact details (including without limitation mobile phone number), identification papers (including without limitation a copy of the Model's current passport) address and bank account details;
- g) informing the Company immediately in writing of any dates on which the Model shall not be available for work or of any particular clients for whom the Model does not wish to work for;
- h) carrying out all the Model's obligations in a prudent and professional manner and strictly in accordance with Good Industry Practice in respect of any contract negotiated by the Company relating to Commercial Activities;
- i) maintaining a fit and healthy lifestyle which retains and protects the appearance of the Model including the Model's face, body dimensions, tone, weight, hairstyle and hair colour; and
- j) not doing anything which violates generally accepted standards of behaviour so as to lead the Company to believe that association with the Model would have a negative impact on the reputation or business of the Company or any Client.

"Mother Agent" means the agent responsible for the overall management of a model's career, to whom agents in other territories must defer on all matters, and from whom the Mother Agent may claim commission as agreed.

"Parties" means the parties to this Agreement and Party means either of them as the context requires.

"Services" means the following services to be provided by the Company:

- a) The advising and counselling, regarding the selection or consideration of the following in the professional modelling industry, (which shall include but shall not be limited to work in print media, industrial exhibitions, advertising, live shows, runway work, video, film, internet, social media, as an "influencer", television work, broadcast work on any form of social media and other promotional activities):
 - (i) career opportunities, selection of photographers and other third party consultants and advertisers;

- (ii) production and development of a suitable photograph portfolio;
 - (iii) vehicles for the Model's talents as a model and/or personality;
 - (iv) all matters pertaining to publicity, public relations and advertising;
 - (v) the adoption of the proper format for presenting the Model in all formats of the professional modelling, entertainment, media and advertising industries;
 - (vi) make-up, hair, physical appearance, clothing, professional behaviour; and/or
 - (vii) general practices in the professional modelling industry by means of presentations in print, digital and/or electronically by means of composites, portfolios or other means.
- b) Procuring, developing, negotiating, finalising, organising and administering income-producing opportunities in the following areas:
- (i) modelling;
 - (ii) merchandising, licensing and endorsement (including any and all licensing, merchandising and endorsement opportunities related to or in connection with the Model);
 - (iii) personal appearances;
 - (iv) acting as an ambassador and/or "influencer";
 - (v) television appearances as a host, commentator or on-screen personality;
 - (vi) sending invoices and statements to the Model's clients and customers in the name of the Model;
 - (vii) collecting income, revenue and fees on behalf of the Model in accordance with Clause 5;
 - (viii) advancing sums of money to the Model in accordance with Clause 6;
 - (ix) evaluating and advising upon requests for the use of the Model's name, photograph, likeness or other intended references to the Model;
 - (x) directing the Model to model management companies as appropriate in territories where the Company does not currently maintain an appropriate presence;
 - (xi) arranging the Model's schedule; and/or
 - (xii) entering into and signing all contracts, and confirmation of orders in relation to any opportunities procured by the Company for the Model.
- c) Procuring and organising such medical check-ups and/or assessments that the Company deems reasonably necessary for the Model at the Company's discretion, or is required to by any authority, body, organisation and/or law to, and solely in connection with this Agreement.

"Term" means the term as specified in the Heads of Terms.

“Territory” means the territory as defined in the Heads of Terms.

“VAT” means value added tax chargeable under applicable law for the time being and any similar additional tax.

“Value in Kind” means the value of any non-cash consideration or benefit received by or on behalf of the Model as part of any Commercial Activity.

2. Unless the context otherwise requires:
 - 2.1.1 references to the Company and the Model include their permitted successors and assigns;
 - 2.1.2 references to statutory provisions include those statutory provisions as amended or re-enacted; and
 - 2.1.3 references to any gender include all genders.
3. Words in the singular include the plural and in the plural include the singular.
 - 3.1 Any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation.
 - 3.2 Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
 - 3.3 If there is any conflict or inconsistency between any of the terms of this Agreement this shall be resolved according to the following numbered order of priority:
 - 3.3.1 the Clauses of this Agreement;
 - 3.3.2 the Schedules to this Agreement; and
 - 3.3.3 the Heads of Terms.