

terms and conditions

Issued in accordance with the Department of Employment Regulations 1973, the Agency's booking confirmation form, containing the specific terms of the booking, must be signed and returned by the client. The failure to sign and/or return the booking confirmation form whilst proceeding with the booking will be deemed to be an acceptance by the client of these terms and conditions and they shall apply to and govern the booking between the Agency and the client.

Any amendment and/or variations made to the booking confirmation form by the client shall not be valid and binding unless the Agency has agreed to such amendment and/or variation in advance and confirmed such agreement by signing the booking confirmation form after the amendment and/or variation has been included on the booking confirmation form.

terms and conditions for booking models

Issued by M + P Models.com Ltd registration number [5345059] whose registered address is at 29 Poland Street, London W1F 8QR (the "Agency").

1. agreement

Unless and until the booking confirmation form, containing the specific details of the booking, is signed by the client and returned to the Agency, all negotiations relating to the booking of the talent are strictly subject to contract.

The signed booking confirmation form together with these terms and conditions, the data processing agreement contained in Schedule 1 of this agreement ("Data Processing Agreement") and the Agency's privacy policy ("Privacy Policy") shall form the entire agreement between the client and the Agency relating to each booking (together, the "Agreement").

The failure to sign and/or return the booking confirmation form whilst proceeding with the booking will be deemed to be an acceptance by the client of the terms of the Agreement which shall apply to, bind the parties and govern the booking between the Agency and the client.

Any amendment and/or variations made to the booking confirmation form by the client shall not be valid and binding unless the Agency has agreed to such amendment and/or variation in advance and confirmed such agreement by an authorised representative of the Agency signing the booking confirmation form after the amendment and/or variation has been included on the booking confirmation form.

In the event of any inconsistency or contradiction between these terms and conditions and the booking confirmation form, the Data Processing Agreement or the Privacy Policy, these terms and conditions shall prevail and bind the parties.

2. booking fees

2.1 Permitted use

Booking fees provide an entitlement and right for the client to use one image via a single

published medium (unless otherwise agreed in the booking confirmation form) from the date of the booking, in the United Kingdom only, for the duration and purposes specified in the booking confirmation form ("Permitted Use"). For the avoidance of doubt, the Permitted Use does not include the right for the client to:

2.1.1 materially change the image in any way (including, for example, changing the clothing and / or superimposing outfits onto the talent's image);

2.1.2 make any changes to the image other than the necessary minor touch ups and minor editing;

2.1.3 use the image for any future campaigns;

2.1.4 use or edit the image in a way that would usually require a reshoot or new campaign shoot (including, for example, digitally generating images based on the original image and / or manipulating the image to modify it beyond the scope of what is acceptable to the Agency);

2.1.5 create or use an avatar (being a computer or artificially generated image) of the talent; and / or

2.1.6 licence the image to a third party for use or allow a third party to use the image in any way,

and the Agency does not consent to any of the above. If the client wishes to use the image in any of the above ways or beyond the scope of the Permitted Use, it will not do so without the prior written consent of the Agent, subject to such additional terms and conditions as the Agency may impose (including the payment of additional fees for the same).

If the client breaches the scope of the Permitted Use in any way, it shall indemnify the Agency in full against all costs, expenses, damages and losses suffered or incurred by the Agency and/or the talent (including but not limited to all legal costs and expenses on a full indemnity basis) arising out of or in connection with any breach by the client of this section 2.1 and / or section 3.1 below and any damage suffered by the Agency and/or any claim brought by the talent against the Agency for any damage suffered by the talent as a result of such circumstances. This includes, but is not limited to, indemnifying the Agency for the fees which would have been payable by the Client for a new booking which covers the new scope of the required permitted use.

Please note the rights granted in this section 2.1 are strictly subject to prompt payment in full of all fees owed to the Agency prior to the image's first use.

2.2 Working hours and Overtime

Fees are charged by the day or by the hour. A 'day' is an 8-hour period (including one hour for lunch) between 9am and 6pm (e.g. 9am-5pm or 10am-6pm). An extra hour between 9am and 6pm is charged at the normal rate. The appropriate overtime rate is charged before 9am and after 6pm. Overtime is charged at one-and-a half times the hourly rate. Saturdays are charged at one-and-a half times the hourly rate and Sundays or Bank Holidays are charged at double the hourly rate. Any booking which is over 5 hours will be charged at the day rate as set out in the booking confirmation form.

2.3 Travel

Any time spent by the talent travelling to or from a client's venue will be charged at half the hourly rate. This applies to any travel outside of a five mile radius of Hyde Park Corner (i.e. Chiswick in the west, Golders Green and Highgate Village in the north, Mile End in the east, Streatham Hill and Tooting Bec in the south).

2.4 Fitting fees

Any time spent by the talent for fittings is charged at half the applicable talent's hourly rate.

2.5 Additional expenses

All expenses incurred by the Agency on the clients' behalf will be charged to the client and will include an uplift of 12.5% of the total amount of the expenses.

2.6 Location bookings

2.6.1 When a location booking is made, a client must provide safe and appropriate transport for the talent both to the booking location and back again unless agreed otherwise. If the client fails to provide such transport then the Agency shall be entitled to re-charge the cost of the transport procured for the talent in accordance with this section 2.6. If the talent on location is prevented from returning to London to work, half the daily fee will be charged to and payable by the client for each day that the talent is unable to return to London to work.

2.6.2 When a location booking is made, the client will undertake an appropriate and prudent health and safety assessment of the location and shall notify the Agency of any potential risks and how these have been mitigated in accordance with good industry practice and applicable law. The client acknowledges and agrees that at all times the talent's health and safety is of paramount importance and shall ensure that the highest standards of health and safety are complied with whilst on any location bookings.

3. additional fees

All additional fees are to be agreed at the time of the booking or before any additional usage in accordance with section 3.1.

3.1 Additional usage

Additional fees are payable for the right to use the talent's image or reproductions, or adaptations of, or drawings derived from that image (including as set out in the exclusions in section 2.1), or any other representation of it, either complete or in part whether alone or in conjunction with any wording or other images, photographs, drawings or anticipated purposes which are in addition to and outside the scope of the Permitted Use, details of which are set out in the booking confirmation form, e.g. packaging, point of sale, posters etc. For the avoidance of doubt, additional fees are payable for the right to use the talent's image or reproductions, or adaptations of, or drawings derived from that image (including as set out in the exclusions in section 2.1), or any other representation of it, either complete or in part whether alone or in conjunction with any wording or other images, photographs, drawings online or in any digital media including but not limited to on all social media platforms.

Unless otherwise agreed and set out in the booking confirmation form, the additional fees cover the right to use one image for the Permitted Use (again, subject to the exclusions set out in section 2.1 above). Under no circumstances will each additional usage fee be less than the talent's advertised day rate as determined by the Agency unless determined otherwise by the Agency in its absolute discretion.

3.2 Territory

Additional fees are also payable, and subject always to the Agency's prior consent, for the right to use the talent's image or reproductions etc, as set out in section 3.1 above for all known or anticipated territories other than the United Kingdom. Unless otherwise agreed the additional fees cover the right to use one image for the Permitted Use in the territory or territories agreed and stipulated on the booking form.

3.3 Other services

Additional fees are also payable for other services to be supplied by the talent, either as part of a booking or as requested by a client on a shoot, for example, personal appearances for PR purposes and posting images on the talent's own social accounts and media feeds. Fees for such services will be negotiated on a case by case basis between the client and the Agency. The client shall only be permitted to shoot behind the scenes footage on the basis of an agreement in writing in advance and a payment of an additional fee agreed pursuant to this section 3.3 and subject to compliance with section 11.1.

3.4 All modifications, extensions and renewal of bookings shall be at the sole discretion of the Agency.

4. agency fees

4.1 All bookings

Both the Agency fees and talent disbursement will be invoiced by the Agency. Unless otherwise agreed at the time of booking the talent disbursement is 63.33% and the Agency fee is 36.67% of the invoice total.

4.2 Value added tax (VAT)

All sums payable under the Agreement are exclusive of VAT and any other similar or equivalent taxes or duties which shall be payable in full without set off by the client.

5. invoicing

5.1 On all invoices payment is required to be made by the client within 30 days of the date of the invoice. In all cases, the person booking the talent is the client, who will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. The Agency reserves the right in its discretion to invoice the 'ultimate client', (e.g. designer/manufacturer/owner of the product in question). For example, this may be done if the client is booking on behalf of the ultimate client, in which case the client and the ultimate client are jointly and severally liable to pay all of the fees and settle the invoice accordingly. All fees for usage are for the right to use the talent's image and, once agreed, are payable whether or not

the right is exercised. Unless the Agency specifically agrees otherwise, in writing, no usage for the talent's image is permitted until the Agency has received payment in full. The Agency reserves the right to alter payment terms if it deems appropriate, prior to booking.

5.2 If the client fails to pay in full on the due date any amount which is payable to the Agency, without prejudice to any other right or remedy of the Agency, the amount outstanding shall bear interest both before and after any judgment at five per cent per annum over Barclays Bank plc base rate from time to time from the due date until up to and including the date that payment is made in full and such interest shall be compounded and accrued on a daily basis.

5.3 In the event the client is providing the services on behalf of or to a third party end user, in entering into the Agreement the client is acting in its capacity as the agent of the third party end user and the client shall ensure that the third party end user:

5.3.1 enters into an agreement with the client on the same terms as the Agreement;

5.3.2 acknowledges its obligations to the Agency including but not limited to the obligation to pay the Agency within 30 days of the date of any invoice received from the Agency; and

5.3.3 acknowledges that the third party end user may not use the images until payment is received by the Agency and that at all times the third party end user is subject to any restrictions as to use of the images including but not limited to territorial restrictions and restrictions as to media in which the images may be used.

5.4 Any fees received by the client from the third party end user relating to any of the rights or benefits conferred on the client by the Agreement shall be deposited in a designated Agency account by the client (the Third Party End User Fees). The Third Party End User Fees shall be held on trust for the Agency as beneficiary until such time as all outstanding fees owed by the client are paid in accordance with the terms of the Agreement.

6. exclusivity fees

Unless otherwise agreed in the booking confirmation form the talent is supplied to the client by the Agency on a non-exclusive basis and the talent shall be free to provide similar and/or competing services to any third party and/or competing product or brand of the client. An additional fee will need to be agreed when the use of the talent's image or the service to be supplied by the talent in relation to a product is required on an exclusive or semi-exclusive (for example sector specific or territorial exclusivity) basis which precludes supplying services or allowing the use of the talent's image for competing and/or particular sector of products or within a particular territory. The talent can supply services to and allow use of the talent's image by any competitor unless such an exclusivity fee is negotiated and paid by the client. It is the client's responsibility to carry out any research, check and determine for itself whether the talent supplied has undertaken or is booked to undertake any conflicting work.

7. provisional bookings

Provisional bookings will be automatically cancelled if they are not confirmed by the client (by signing and returning the booking confirmation form) within 24 hours of the proposed booking.

8. cancellations and termination

8.1 Cancellation of booking by the client

8.1.1 Within 24 hours of the booking call time the full booking fee will be charged and payable by the client unless the same talent is booked within 24 hours of the cancellation in which case half the booking fee will be charged and payable by the client.

8.1.2 Outside 24 hours of the booking call time but within 48 hours of the booking call time of the booking date then half the booking fee will be charged and payable by the client.

8.1.3 The full booking fee will be charged and payable by the client for bookings of more than three days duration: within a period equal to or less than the length of the booking, then Saturdays, Sundays and bank and public holidays are excluded for the purpose of determining the cancellation notice period.

8.2 Cancellation of booking by the Agency

8.2.1 Should the Agency want to cancel a booking then it shall use reasonable endeavours to provide the client with reasonable notice, take steps to offer to the client a suitable replacement and/or substitute and take such other reasonable steps as are reasonably practicable to mitigate against such cancellation.

8.2.2 In any event the Agency shall be entitled to cancel a booking at any time and for any reason prior to the booking date without liability to the client and the client will procure the necessary insurance cover with a reputable insurance provider to protect against such cancellation and any associated liability and the Agency shall not be liable to the client for any costs incurred as a result of such cancellation.

8.3 The client acknowledges, accepts and agrees the talent is independent and self-employed and is not a worker. The talent has a right to control entirely the manner in which they perform each booking which may involve the talent requiring a substitute who attends and/or performs the booking. The client acknowledges the need to procure appropriate insurance, including as set out at section 19, in this regard.

8.4 This Agreement shall immediately and automatically terminate on completion by the talent of the services specified in the Booking Confirmation Form and the use of any ongoing rights (if any) granted strictly in accordance with the Agreement terms, unless terminated earlier by the Agency in accordance with section 8.5 below.

8.5 The Agency may terminate this Agreement immediately on written notice to the client without liability to the Agency, and the client will procure the necessary insurance cover with a reputable insurance provider to protect against such termination and any associated liability and the Agency shall not be liable to the client for any costs incurred as a result of such termination, in the following circumstances:

8.5.1 there are sums owing to the Agency by the client under this Agreement and such sums are not paid by the client within 14 days of the due date for payment;

8.5.2 the client commits any other material breach of any of its obligations under this Agreement;

8.5.3 any meeting of creditors of the client is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the client (other than for the purpose of a bona fide reconstruction or amalgamation);

8.5.4 a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of the client;

8.5.5 the client ceases or threatens to cease to carry on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

8.5.6 a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of the client; and/or

8.5.7 any event analogous to any of the foregoing occurs in any jurisdiction.

9. weather related cancellations

On the first occasion of cancellation due to weather related conditions half the booking fee is charged and payable by the client unless the client fails to cancel in time to prevent the talent's attendance in which case the full booking fee is charged and payable by the client. On the occasion of the second cancellation due to weather conditions and any subsequent cancellations the full booking fee is charged and payable by the client.

10. meals

Clients are responsible for the provision of all nutritious meals and beverage requirements of all talent (taking into account dietary requirements) whilst the talent is providing services to the client on all bookings.

11. talent care and safety

11.1 Nude, semi-nude, see-through, bathing suit or lingerie photography require the express prior written approval of the Agency. The use of the talent's image must not be directly or indirectly scandalous, pornographic, derogatory, or a cause of ridicule or embarrassment to the talent. The image must not be altered or distorted.

11.2 Subject to the restrictions in sections 3.3 and 11.1, behind-the-scenes filming is permitted on condition that the talent is hair-and-make-up ready.

11.3 The client shall be solely responsible for ensuring the talent is treated with respect and professionalism, and that all necessary steps are taken to ensure the safety, health and wellbeing of the talent is protected, at all times by the client and/or any third parties engaged by the client in relation to the delivery of the services. Such steps shall include without

limitation:

11.3.1 ensuring that the venue for the provision of the services and the working conditions are entirely safe and secure and maintained at a suitable temperature and allow the talent to provide the services in compliance with all health and safety best practice, standards, regulations, codes and laws;

11.3.2 allowing the talent to take suitable and regular rest periods, to ensure the talent is able to maintain suitable amounts of rest and refreshment whilst delivering the services;

11.3.3 ensuring that all of the third parties engaged by the client in relation to the delivery of the services are suitably qualified, experienced and professional and treat the talent in a professional and respectful manner;

11.3.4 ensuring that no one imposes upon the talent any action, activity or environment which is either dangerous, degrading, unprofessional, unsafe and/or demeaning to the talent;

11.3.5 ensuring that the services are delivered and the talent is treated in accordance with The British Fashion Model Agents Association Code of Conduct and/or any other codes of practice or guidance issued by the Agency and/or the British Fashion Council from time to time;

11.3.6 providing the talent with an appropriate changing and dressing area to ensure that the talent can prepare for the provision of the services and also maintains his/her/their privacy; and

11.3.7 always include a credit in the form of "talent's name" @ "the Agency", wherever a credit is applied.

11.4 For the avoidance of doubt and notwithstanding the remainder of this Agreement, nothing in this Agreement provides permission to the client or the talent's consent to its personal data and personally identifiable information being used (unless agreed otherwise in writing with the Agent).

11.5 The provisions of this section 11 shall, as applicable, survive expiry or termination of this Agreement.

12. morality and non degradation

12.1 The client shall ensure any brand(s) for which it requires the talent to perform any services shall not create any association nor undertake any action which does or which has the potential to bring the Agency and/or the talent into disrepute, nor cause any damage to and/or degrade the reputation and/or goodwill associated with the Agency and/or the talent, by reason of that brand or activities associated with the brand prior to or during the term of this Agreement:

12.1.1 engaging in or being associated with any immoral, illegal, inappropriate, demeaning, discriminatory or degrading behaviour; and/or

12.1.2 being brought into disrepute for any reason whatsoever; and/or

12.1.3 receiving negative coverage in the press, on social media or any other media for whatever reason.

12.2 If the Agency and/or talent consider the client's behaviour breaches the provisions of section 12.1, the Agency shall have the right to terminate this Agreement in accordance with section 8.5.2.

13. warranties

13.1 The client warrants and represents to the Agency that:

13.1.1 it has full capacity to enter into the Agreement and perform its obligations under the Agreement;

13.1.2 the booking form is executed by a duly authorised representative of the client;

13.1.3 it will take all steps necessary to ensure that the talent is protected and treated in accordance with all applicable laws, good industry practice and section 11 above;

13.1.4 it has all necessary permits, licences and consents to enter into and to perform its obligations under the Agreement and such obligations shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including but not limited to any employment law or health and safety requirements in effect from time to time); and

13.1.5 it will promptly disclose to the Agency in writing all necessary information (including without limitation the location and length of the shoot and requirements for any foreign travel) and details relating to the provision of the services to enable the Agency to ensure that the talent is suitably prepared and able to perform the services.

14. indemnity

14.1 The client shall indemnify the Agency and keep the Agency indemnified against all costs, expenses, damages and losses suffered or incurred by the Agency and/or the talent (including but not limited to all legal costs and expenses on a full indemnity basis) arising out of or in connection with:

14.1.1 any breach by the client of the Agreement, including but not limited to, any breach by the client of section 6, 8, 11 and 12 of these terms and conditions;

14.1.2 any breaches of section 11.3 by any third parties engaged by the client;

14.1.3 any damage suffered by the Agency and/or any claim brought by the talent against the agency for any damage suffered by the talent as a result of the circumstances specified in clause 12.1;

14.1.4 any claim brought by a third party against the Agency in circumstances where, as a result of the client's acts or omissions, the distribution of images, in whatever form, outside of the agreed territory and in breach of the Agreement has caused the Agency to be in breach of the terms of an exclusive agreement with such third party; and

14.1.5 any breach by the client of any applicable laws and regulations including but not limited to any breach of applicable health and safety or employment laws and regulations as amended from time to time.

15. fashion shows

Catwalk bookings provide the client with the right to make use of the talent's services on the catwalk for the specified show in accordance the Agreement, and the right to allow photographers to be present to take photographs and videos of the show on the basis that all such material (or reproductions etc. as set out in section 3.1) is exploited for reporting purposes only. The client is responsible for ensuring that all photographers present are aware of and comply with this condition and the client will procure that they abide by these conditions. If any other usage is required (included, but not limited to, look books, e-commerce and broadcasting and/or live streaming of the specified show) it must be negotiated and agreed with the Agency at the time of the booking.

16. music videos, promotional films

All fees will be negotiated, structured and paid by the client on a case by case basis. In normal circumstances there will be a fee for the shoot plus an additional buyout fee payable by the client. If not booking direct, the client (usually the music company) will be invoiced by the Agency as the ultimate client (see section 5).

17. test and experimental photography

When the Agency agrees to allow a photographer to take test or experimental photography the photographer is not entitled to use, or allow others to use, test and/or experimental photographs or test commercials for commercial purposes unless specific arrangements have been made and agreed in writing before the photographic session.

18. intellectual property rights

18.1 The photographer and/or the client and anyone obtaining rights from or through the photographer/client is not entitled to use any images for any usage beyond the Permitted Use, or any another usage agreed or permitted in accordance with under sections 2.1, 3, 15, 16 and 17. The client will procure that the photographer/client agrees to restrict the use and exploitation of the copyright content of the photograph or any other intellectual property rights. If the client is not the photographer, the client shall draw the terms of the Agreement to the attention of the photographer and procure his agreement to such terms before the shoot commences.

18.2 All rights not expressly granted to the client under the Agreement are hereby fully reserved to the Agency and/or the talent as appropriate. In particular, the client acknowledges and agrees that the Agency is the owner or licence holder of all commercial rights and intellectual property rights relating to the talent and the Agency and the client shall not be entitled to exploit or enter into any commercial or other agreement to exploit any rights relating to the talent or the Agency other than the rights specifically granted to the client under the Agreement.

18.3 For the avoidance of doubt, notwithstanding anything in the Agreement, including but not limited to any grant of exclusivity over the use of the images, the client acknowledges and

agrees that the Agency and the talent may use the images (or reproductions etc. as set out in section 3.1) resulting from any booking in any form whatsoever for the following purposes:

18.3.1 in order for the talent and the Agency to promote the talent and in the search of future booking opportunities for the talent; and

18.3.2 for internal and promotional purposes.

Subject to the remainder of section 18, the talent and the Agency acknowledge and agree not to exploit the images for commercial purposes, other than as set out in the Agreement.

19. liability and insurance

19.1 No party excludes or limits its liability under the Agreement for:

19.1.1 death or personal injury caused by its negligence;

19.1.2 fraudulent misrepresentation; or

19.1.3 any other type of liability which cannot by law be excluded or limited.

19.2 Subject to section 19.1, the Agency limits its liability under the Agreement, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, so that the maximum liability of the Agency for all claims under the Agreement shall be limited to and shall not in aggregate exceed the total amount of the fees paid or payable to the Agency;

19.2.1 the Agency shall not be liable for:

(a) loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;

(b) product recall costs;

(c) failure by the talent to attend a booking for whatever reason;

(d) a decision by the talent to require a substitute who attends and/or performs the booking;

(e) damage to the client's reputation; or

(f) consequential, special or indirect loss or damage;

(g) even if the Agency has been advised of the possibility of such loss or damage

19.3 The client shall effect and maintain (and shall require its ultimate client, if any, to maintain), throughout the continuance of the Agreement, insurance policies which provide appropriate coverage adequate enough to cover all liabilities and risks of the client that may arise under the Agreement and any insurance cover it is required to place in accordance with applicable law. Such insurance policies shall include without limitation:

19.3.1 cancellation insurance to protect against the potential liabilities which the Agency and the client may incur as a consequence of the provisions of sections 8 and 9;

19.3.2 employee liability insurance, as required by the Employer's Liability (Compensation Insurance) Act 1969 and otherwise, which covers all talent delivering the services to the client under the client's direction and control as if the talent was an employee of the client, in an amount sufficient to cover the health and safety and future earnings of such talent;

19.3.3 public liability insurance to a level of not less than £10 million and

19.3.4 travel insurance to cover the activities of the talent whilst travelling to and from the location of the services.

20. contract and authority

All matters relating to the use of the talent's image and commercial modelling rights, any other services supplied by the talent and all fees must be negotiated and agreed only with the Agency. The client shall not attempt to negotiate, nor allow others to negotiate, with the talent directly. If the client or the photographer or any other person on their behalf or connected with them obtains the talent's signature on any document or the talent's purported verbal agreement to anything outside of the scope of the Agreement, such signature or verbal agreement shall not constitute a variation of the Agreement and is not binding on the talent or the Agency unless and until it is agreed in writing by the Agency (such agreement to be determined in the Agency's absolute discretion).

21. complaints and disclaimer

Any cause for complaint must be reported to the Agency by the client as soon as it arises. Complaints cannot be considered and/or dealt with effectively after the services have been delivered. Whilst the Agency will use reasonable endeavours to ensure that the talent provides a satisfactory and efficient services to clients, as the agent, the talent is self-employed and the Agency cannot be held responsible for a talent's conduct or behaviour whilst delivering the services and in this regard the Agency shall not be held liable for any costs, expenses or losses suffered as a consequence of the behaviour or conduct of the talent.

22. force majeure

The Agency shall not be liable to the client for any delay in performing or failure to perform any of its obligations under the Agreement which is due to any cause beyond its control and which is unknown to, and cannot reasonably be anticipated by the Agency including without limitation fire, flood or catastrophe, acts of God, insurrection, workforce action, war or riots, (an "**event of force majeure**") and the Agency's obligations under the Agreement shall be suspended for so long as the Event of Force Majeure continues and to the extent that it is so delayed.

23. data protection

23.1 In this section the following definitions apply:

23.1.1 the terms "data controller", "data processor", "data subject", "processing" and "personal data" bear the respective meanings given to them in the Data Protection Act 1998 (the "Act") and, from the date on which it comes into force in the UK and for so long as it is in force, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), and

"data protection principles" means the eight data protection principles set out in Schedule 1 to the Act and the data protection principles set out in the GDPR (as applicable);

23.1.2 data includes personal data;

23.1.3 "Consent" means a freely given, specific, informed and unambiguous indication of an individual's consent recorded in writing;

23.1.4 "Data Subject Access Request" means a request from a data subject relating to their personal data pursuant to the rights granted under the applicable Data Protection Legislation;

23.1.5 "Good Industry Practice" means the exercise of that degree of skill, diligence, professionalism, prudence, foresight and management which would be expected from a market leading skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances; and

23.1.6 Sensitive Personal Data" has the meaning given in the Act; and

23.1.7 "Talent Personal Data" means any personal data (including Sensitive Personal Data) relating to the talent.

23.2 Each party shall comply with all applicable data protection and privacy laws and regulations, including, without limitation, the provisions of the applicable Data Protection Legislation and not by any act or omission put the other party in breach of them in connection with the Agreement.

23.3 For the purposes of the Agreement, the parties acknowledge, accept and agree the Agency is the data controller and the client is the data processor.

23.4 Where the Agency transfers Talent Personal Data and/or other personal data to the client, the client warrants and represents it shall:

23.4.1 ensure it has implemented appropriate and effective technical and organisational measures to protect such data against unauthorised or unlawful processing and accidental loss or damage;

23.4.2 where necessary and/or applicable provide full and open co-operation and prompt assistance to the Agency, and ensure it has the appropriate technical and organisational measures in place, to enable the Agency to comply with any valid Data Subject Access Request without delay (and at the latest within 14 days of receipt of the Data Subject Access Request);

23.4.3 where necessary and/or applicable, provide full co-operation and assistance to the Agency to ensure the Talent Personal Data and/or other personal data is deleted without delay in response to a valid request from a data subject;

23.4.4 where necessary and/or applicable, provide full co-operation and assistance to the Agency in ensuring the Talent Personal Data and/or other personal data is up to date, complete and accurate;

23.4.5 maintain accurate and detailed internal records of all processing and (where applicable) storage of the Talent Personal Data and/or other personal data (and make such records available to the Agency and/or the relevant supervisory authority for the purposes of an investigation), demonstrating compliance with the data protection principles including but not limited to specifying the relevant conditions for processing the Talent Personal Data and/or other personal data (including but not limited to obtaining relevant and up to date Consents) and specifying and recording the fair and lawful purposes for which the Talent Personal Data and/or other personal data is being processed;

23.4.6 ensure that access to the Talent Personal Data is limited to those employees or authorised third parties who reasonably require access to the Talent Personal Data pursuant to the Agreement and that all employees and authorised third parties are informed of the confidential nature of the Talent Personal Data. If the client subcontracts or grants access to the Talent Personal Data pursuant to this section 23.4.6, the client shall ensure that such authorised subcontractors or employees enter into an agreement with the client containing data protection provisions on terms at least as onerous as this section 23;

23.4.7 not, by any act or omission, put the Agency in breach of, or jeopardise any registration under, any Data Protection Legislation and/or any applicable laws;

23.4.8 not transfer the Talent Personal Data and/or other personal data to countries outside the European Economic Area;

23.4.9 in the event of any breach of the applicable Data Protection Legislation, the client shall:

a) immediately and fully notify the Agency in writing of any notices in connection with the processing of any of the Talent Personal Data and/or other personal data;

b) provide such information and assistance as the Agency may reasonably require, including in relation to any notifications to the national data protection authority;

c) take all necessary precautions to preserve the integrity of any Talent Personal Data and/or other personal data which it processes and to prevent any corruption or loss of such data; and

d) in such event and if attributable to any default by the client promptly restore the data at its own expense or, at the Agency's option, promptly reimburse the Agency for any expenses it incurs in having the data restored by a third party.

23.5 The client shall indemnify the Agency against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Agency arising out of or in connection with any breach by the client of any of its obligations under this clause 23.

24. interpretation of agreement

24.1 For the purpose of the relationship between the client and the Agency the client acknowledges, accepts and agrees that the Agency is the supplier of services which shall be strictly and exclusively governed by the Agreement. The terms of the Agreement apply to every offer, quotation, acceptance, purchase order, confirmation order, specification and/or

contract for the sale and supply of services or goods (including services ancillary thereto) by the Agency and supersede any other terms of the client and take precedence over and override and exclude any other terms stipulated or incorporated or referred to by the client whether in the booking confirmation form or in any negotiations and any course of dealing established between the Agency and the client. The client acknowledges that there are no representations, statements or promises made or given by or on behalf of the Agency outside the Agreement which have induced the client to enter into these terms and conditions (which expression shall include any contract of which the Agreement forms part).

24.2 If there is any conflict or inconsistency between any of the terms of the Agreement, this shall be resolved according to the following numbered order of priority:

24.2.1 where such conflict relates to data protection provisions, priority shall be as follows:

- 1) the Data Processing Agreement;
- 2) the Privacy Policy; and
- 3) the clauses these terms and conditions as they apply to data protection (including but not limited to clause 23 (Data Protection)); and

24.2.2 subject to clause 24.2.1, priority shall be as follows:

- 1) the clauses of these terms and conditions;
- 2) the Privacy Policy;
- 3) the Data Processing Agreement; and
- 4) the booking confirmation.

24.3 The booking confirmation, the Privacy Policy and the Data Processing Agreement form part of these terms and conditions and shall have effect as if set out in full in the body of these terms and conditions. Any reference to these terms and conditions includes the booking confirmation form, the Privacy Policy and the Data Processing Agreement.

24.4 For the purpose of the Agreement the words “agreed”, subject to section 1, means agreed in writing in the booking confirmation form and signed by duly authorised representatives of both the Agency and the client.

25. general

25.1 If any of the terms, conditions or provisions of the Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

25.2 Any termination of all or part of the Agreement shall not affect the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into force or continue in force on or after such termination.

25.3 Except as otherwise expressly provided in the Agreement, all representations, warranties, undertakings, agreements, covenants, indemnities and obligations made or given or entered into by the client and the ultimate client under the Agreement are assumed by them jointly and severally.

25.4 Nothing in the Agreement shall render any party a partner or agent of the other. Except as expressly permitted by the Agreement, nothing shall allow a party to purport to undertake any obligation on behalf of the other nor expose the other party to any liability nor pledge or purport to pledge the other's credit.

25.5 No failure to exercise and no delay in exercising on the part of either party of any right, power or privileged under the Agreement shall operate as a waiver of it. Nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege. Nor shall the waiver of any breach of a provision be taken or held to be a waiver of the provision itself. For a waiver to be effective it must be made in writing.

25.6 Except as and to the extent expressly otherwise specified in the Agreement, the rights and remedies contained in the Agreement are cumulative and are not exclusive of any rights or remedies provided by law or elsewhere in the Agreement.

25.7 The parties agree to keep, and to instruct its agents, employees, advisers and sub-contractors with knowledge hereof to keep the Agreement strictly private and confidential and not to disclose any details relating to the same, subject to disclosure in the following circumstances

(a) to enable enforcement of the party's rights under the Agreement;

(b) with the prior written consent of the other party; and

(c) as required by any applicable law.

25.8 The terms of the Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter of the Agreement.

25.9 No variation or amendment to the terms of the Agreement shall be valid and binding unless in writing and signed by an authorised representative of each party.

25.10 Except where the Agreement expressly provides otherwise, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from under that Act. The client acknowledges, accepts and agrees that the Agency has entered into the Agreement for the benefit of itself and the talent and accordingly the talent shall be entitled to enforce the Agreement conditions as if he/she/they were a party to the Agreement.

25.11 The provisions of this Agreement which are expressly or impliedly intended to survive the termination or expiry of this Agreement shall survive such termination or expiry including but not limited to clauses [11, 14, 19, 21, 23 and 25.12].

25.12 Subject to section 25.10, the parties agree that the Agreement and its provisions will

be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts. Notwithstanding section 25.10, the parties to the Agreement agree that the Agency may enforce its rights under the Agreement in any other court of competent jurisdictions outside of the courts of England and Wales.

Date

schedule 1 data processing agreement

For the purposes of the Data Protection Legislation, the parties hereby acknowledge and agree the client is the data processor ("Processor") and **xxxxxx** Limited is the data controller ("Controller").

This Data Processing Agreement (the "Agreement") sets out the basis on which the Processor shall process the Controller Personal Data pursuant to the Principal Agreement (as such terms are defined in Annex 1).

Unless otherwise stated, all defined terms have the meaning given in Annex 1 (Definitions and Interpretation).

1. acceptance

This Agreement shall be accepted when the Processor signs the Booking Confirmation and shall be incorporated into and form part of the Principal Agreement subject to the terms herein. The failure to sign and/or return the Booking Confirmation form whilst proceeding with the booking will be deemed to be an acceptance by the client of the terms of this Agreement.

2. authority to process controller personal data

2.1 The Controller hereby instructs the Processor (and authorises the Processor to instruct each Subprocessor) to process the Controller Personal Data strictly in accordance with the terms of this Agreement.

2.2 The Processor may process the Controller Personal Data from time to time in the course of performing its obligations under the Principal Agreement, as set out in the Principal Agreement, and the necessary purposes of the processing ("Agreed Purposes") as set out therein (as may be amended from time to time) shall set out the Processor's instructions for processing.

2.3 The Processor shall not process the Controller Personal Data other than for the Agreed Purposes, and in accordance with the Principal Agreement.

2.4 The Processor shall process the Controller Personal Data strictly in accordance with the applicable Data Protection Legislation and using an approach which at all times accords with Good Industry Practice and Applicable Law.

3. termination and suspension

3.1 This Agreement shall automatically and immediately terminate on expiry or earlier termination of the Principal Agreement.

3.2 In addition to the Controller's rights of termination under the Principal Agreement, the Controller may terminate the Principal Agreement if the Controller reasonably determines

that:

3.2.1 the Processor has committed a material breach of this Agreement, or, if requested by the Controller, has failed to remedy such material breach within the reasonable time specified by the Controller; or

3.2.2 the Controller needs to do so to comply with Data Protection Legislation or Applicable Law.

3.3 The Controller may immediately suspend access to the Controller Personal Data by the Processor if the Processor is not complying fully with the terms of this Agreement.

3.4 The Processor's obligations under this Agreement will survive expiration or termination of the Principle Agreement for so long as the Processor continues to process the Controller Personal Data.

4. security and confidentiality

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall in relation to the Controller Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, the Processor shall take account in particular of the risks that are presented by processing, in particular from a personal data breach.

4.3 The Processor shall ensure access to the Controller Personal Data is limited to those employees or authorised subcontractors who need access to the Controller Personal Data to meet the Processor's obligations under the Principal Agreement and that all employees and authorised subcontractors are informed of the confidential nature of the Controller Personal Data and the terms of this Agreement.

5. personal data breaches

5.1 The Processor shall notify the Controller without undue delay upon becoming aware of a personal data breach affecting the Controller Personal Data, providing the Controller with sufficient information to allow the Controller to meet any obligations to report or inform data subjects and/or the relevant supervisory authority of the personal data breach under the Data Protection Legislation.

5.2 The Processor shall co-operate with the Controller and take such steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each such personal data breach.

6. data protection impact assessment and prior consultation

The Processor shall provide active and proactive assistance to the Controller with any data protection impact assessments, and prior consultations with supervisory authorities or other

competent data privacy authorities, which the Controller reasonably considers to be required under the applicable Data Protection Legislation.

7. data subject rights

7.1 Taking into account the nature of the processing, the Processor shall assist the Controller by implementing appropriate technical and organisational measures for the fulfilment of the Controllers' obligations to respond to requests for exercising the data subject's rights under the Data Protection Legislation.

7.2 Without prejudice to the generality of clause 7.1, the Processor shall:

7.2.1 promptly notify the Controller if the Processor receives a request from a data subject under any Data Protection Legislation in respect of the Controller Personal Data; and

7.2.2 ensure it does not respond to that request except on the documented instructions of the Controller or as required by any Applicable Law to which the Processor is subject, in which case the Processor shall to the extent permitted by the Applicable Law inform the Controller of that legal requirement before the Processor responds to the request.

8. deletion or return of controller personal data

8.1 Subject to clauses 8.2 and 8.3, the Processor shall promptly and in any event within fourteen (14) days of the date of cessation of any Services (the "Cessation Date"), delete and procure the deletion of the Controller Personal Data and all existing copies maintained on any media.

8.2 Subject to clause 8.3, the Controller may in its absolute discretion by written notice to the Processor within seven (7) days of the Cessation Date require the Processor to:

8.2.1 return a complete copy of all Controller Personal Data to the Controller by secure file transfer in such format as is reasonably notified by the Controller to the Processor; and

8.2.2 delete and procure the deletion of all other copies of the Controller Personal Data.

The Processor shall comply with any such written request within fourteen (14) days of the Cessation Date.

8.3 The Processor may retain the Controller Personal Data to the extent required by any Applicable Law, and only to the extent and for such period as required by such Applicable Law, provided always the Processor shall ensure the confidentiality of all such Controller Personal Data and shall ensure that such Controller Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

8.4 The Processor shall provide written certification to Controller that it has fully complied with this Clause 8 within fourteen (14) days of the Cessation Date.

9. audit rights

The Processor shall make available to the Controller on request all information necessary to

demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Controller or an auditor mandated by the Controller in relation to the processing of the Controller Personal Data by the Processor.

10. restricted transfers

10.1 The Processor shall not transfer the Controller Personal Data to countries outside the EEA unless the Processor obtains the prior written consent of the Controller and in seeking such consent, complies with the following obligations:

10.1.1 provides the Controller with details of the following in writing:

(i) the Controller Personal Data which will be processed and/or transferred outside the EEA;

(ii) the country or countries in which the Controller Personal Data will be processed and/or to which the Controller Personal Data will be transferred outside the EEA; and

(iii) any Subprocessor who will be processing and/or transferring Controller Personal Data outside the EEA;

10.1.2 ensures it has regard to and shall comply with Applicable Laws and the current government and Information Commissioner Office's policies, procedures, guidance and codes of practice on, and any approval processes in connection with, the processing and/or transfers of the Controller Personal Data outside the EEA and/or overseas generally; and

10.1.3 complies with such other instructions and shall carry out such actions as the Controller may notify in writing including entering into Standard Contractual Clauses.

11. subprocessing

11.1 The Controller authorises the Processor to appoint (and permits each Subprocessor appointed in accordance with this clause 11 to appoint) Subprocessors strictly in accordance with this clause 11 and any restrictions in the Principal Agreement.

11.2 The Processor may continue to use those Subprocessors already engaged by the Processor as at the date of this Agreement, subject to the Processor as soon as practicable meeting the obligations set out in clause 11.4.

11.3 The Processor shall give the Controller prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within seven (7) days of receipt of that notice, the Controller notifies the Processor in writing of any objections to the proposed appointment, the Processor shall not appoint (nor disclose any Controller Personal Data to) the proposed Subprocessor except with the prior written consent of the Controller.

11.4 With respect to each Subprocessor, the Processor shall:

11.4.1 before the Subprocessor first processes Controller Personal Data, carry out adequate due diligence in accordance with Good Industry Practice to ensure the Subprocessor is capable of providing the level of protection for the Controller Personal Data required by the Principal Agreement;

11.4.2 ensure the arrangement between the Processor and Subprocessor is governed by a written contract including terms which offer at least the same level of protection for the Controller Personal Data as those set out in this Agreement and meet the requirements of article 28(3) of the GDPR; and

11.4.3 provide to the Controller for review such copies of the Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement) as the Controller may request from time to time.

11.5 The Processor shall ensure that each Subprocessor performs the applicable obligations under this Agreement, as they apply to processing of Controller Personal Data carried out by that Subprocessor, as if it were party to this Agreement in place of the Processor.

11.6 The Processor shall be liable for any failure of the Subprocessor to comply with its obligations pursuant to clause 11.5, and shall fully indemnify and keep fully indemnified the Controller against any and all actions, costs, claims, demands, damages, expenses (including legal fees), liabilities, losses and proceedings in connection with any failure of the Subprocessor to comply with its obligations pursuant to clause 11.5.

12. general terms

12.1 Nothing in this Agreement reduces the Processor's obligations under the Principal Agreement in relation to the protection of personal data or permits the Processor to process (or permit the processing of) personal data in a manner which is prohibited by the Principal Agreement.

12.2 Save as set out in clause 1, the Principal Agreement shall remain unaltered in all other respects.

12.3 In the event of inconsistencies between the provisions of this Agreement and the data protection provisions of:

12.3.1 any other agreements between the parties (including, but not limited to, clause 22 (Data Protection) of the Principal Agreement); and

12.3.2 agreements entered into or purported to be entered into after the date of this Agreement (except where explicitly agreed otherwise in writing, signed on behalf of the parties),

the provisions of this Agreement shall prevail.

12.4 The Controller may propose any amendments to this Agreement which the Controller reasonably considers to be necessary to address the requirements of any Data Protection Legislation. The Processor shall promptly co-operate (and ensure that any affected Subprocessors promptly co-operate) with any such variations.

12.5 No person who is not a party to this Agreement shall have any right to enforce this

Agreement (or any agreement or document entered into pursuant to this Agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.6 The Processor shall fully indemnify and keep fully indemnified the Controller against any and all actions, costs, claims, demands, damages, expenses (including legal fees), liabilities, losses and proceedings arising in connection with any breach by the Processor of any of its obligations under this Agreement.

12.7 Should any provision of this Agreement be invalid or unenforceable, then the remainder of this Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

12.8 Without prejudice to any other rights or remedies that the Controller may have, the Processor acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Processor. Accordingly, the Controller shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

12.9 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.10 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. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle 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.

annex 1 definitions and interpretation

In this Agreement, the following terms shall have the meanings set out below:

"Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with the Processor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

"Agreed Purposes" has the meaning given in clause 2.2.

"Applicable Law" means any statute, statutory provision or subordinate legislation (including that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, and including any previous statute, statutory provision or subordinate legislation amended, modified,

consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation) whether before or after the date of this Agreement and including, without limitation, the Data Protection Legislation;

“Booking Confirmation” means the booking confirmation form, containing the specific details of the talent booking.

"Controller Personal Data" means any personal data processed by the Processor on behalf of the Controller pursuant to or in connection with the Principal Agreement;

"mData Protection Legislation" means (as applicable) the Data Protection Act 1998, the GDPR, and the Privacy and Electronic Communications Regulations (SI 2426/2003) as amended and/or updated from time to time and including all statutory instruments, orders, regulations or other subordinate legislation made pursuant to such legislation and the Information Commissioner’s guidance and advice on the GDPR as amended from time to time, and to the extent applicable, the data protection or privacy laws of any other country;

"EEA" means the European Economic Area;

"GDPR" means EU General Data Protection Regulation 2016/679;

“Good Industry Practice” means the exercise of that degree of professionalism, experience, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a highly skilled and experienced market leading processor engaged in the same type of undertaking under the same or similar circumstances;

“Principal Agreement” means The TERMS AND CONDITIONS FOR BOOKING TALENT between The Controller and Processor;

"Services" means the specific services and other associated activities to be supplied to or carried out by or on behalf of the Processor pursuant to the Principal Agreement;

"Standard Contractual Clauses" means the standard contractual clauses as issued by the European Commission from time to time; and

"Subprocessor" means any person (including any third party and any Affiliate, but excluding an employee of the Processor or any of its sub-contractors) appointed by or on behalf of the Processor to process Controller Personal Data in connection with the Principal Agreement.

The terms "controller", "data processor", "data subject", "member state", "personal data",

"personal data breach", "processing" and "supervisory authority" shall have the same meaning as in the applicable Data Protection Legislation.

February 2023