

This is the standard AMA model representation agreement.

Please note that commissions are set by each agency and you should be sure they are fully understood

Some agencies may choose to vary the precise nature of these terms and, again, you should be sure you understand.

MOTHER AGENCY MODEL REPRESENTATION AGREEMENT

MODEL MANAGEMENT AND REPRESENTATION AGREEMENT

Dated this

PARTIES

(1) Agency Model Management (the "Company"); and

(2) _____ of _____ (the "Model").

DEED OF AGREEMENT

1. Definitions and Interpretation

1.1 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, property deposits, work permits, visas, language lessons and shipping expenses.

"Agency Fee" means xx.xx% of the Agreed Fee except for equity contract television commercials when Agency Fee means xx.xx % of the Agreed Fee.

"Agreed Fee" means the total sum invoiced to the Client less any expenses invoiced on behalf of the Company or the Model.

"Chargeable Costs" means those cost items which the Model shall be responsible for paying as set out at Schedule 1.

"Clients or Client" means clients or a client of the Company.

"Commercial Activities" means all commercial matters relating to the Model including without limitation those relating to endorsement, advertising, sponsorship, personal appearances, 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.

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.

"Gross Income" means the total invoiced by the Company (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 or negotiated by the Company less any expenses invoiced on behalf of the Company or the Model.

Model Fee means xx.xx% of the Agreed Fee except for equity contract television commercials when Model Fee means xx.xx% of the Agreed Fee.

“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 trade marks associated therein.

“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 they may claim commission as agreed with the Mother Agent.

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

“Services” means the services to be provided by the Company as specified in Clause 3 below.

“Term” means the term as specified in Clause 2.

“Territory” means the UK.

“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.

1.2 Unless the context otherwise requires:

1.2.1 references to the Company and the Model include their permitted successors and assigns;

1.2.2 references to statutory provisions include those statutory provisions as amended or re-enacted; and

1.2.3 references to any gender include all genders.

1.3 Words in the singular include the plural and in the plural include the singular.

2. Exclusive Appointment

2.1 The Model hereby engages the Company with immediate effect as the Model’s Mother Agent and exclusive personal manager and representative Worldwide for the Term in connection with the Services.

2.2 The Term shall commence on the date of this Agreement and shall, subject to early termination strictly in accordance with Clause 10, continue thereafter unless either Party gives written notice of that Party’s intention to terminate this Agreement to the other Party at least ninety (90) days prior to the end of the expiry of the Term, unless mutually agreed otherwise.

2.3 The Model represents and warrants that:

2.3.1 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;

- 2.3.2 any third party who approaches the Model to represent the Model will be made aware of the terms of this Agreement and immediately referred to the Company;
- 2.3.3 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
- 2.3.4 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 3 below.

3. Company's Obligations

- 3.1 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 following Services as the Company, in its sole discretion, deems appropriate:
 - 3.1.1 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, television work and other promotional activities):
 - 3.1.1.1 career opportunities, selection of photographers and other third party consultants and advertisers;
 - 3.1.1.2 production and development of a suitable photograph portfolio;
 - 3.1.1.3 vehicles for the Model's talents as a model and/or personality;
 - 3.1.1.4 all matters pertaining to publicity, public relations and advertising;
 - 3.1.1.5 the adoption of the proper format for presenting the Model in all formats of the professional modelling, entertainment, media and advertising industries;
 - 3.1.1.6 make-up, hair, physical appearance, clothing, professional behaviour; and/or
 - 3.1.1.7 general practices in the professional modelling industry by means of presentations in print and/or electronically by means of composites, portfolios or other means;
 - 3.1.2 procuring, developing, negotiating, finalising, organising and administering income-producing opportunities in the following areas:
 - 3.1.2.1 modelling;
 - 3.1.2.2 merchandising, licensing and endorsement (including any and all licensing, merchandising and endorsement opportunities related to or in connection with the Model);
 - 3.1.2.3 personal appearances;

- 3.1.2.4 television appearances as a host, commentator or on-screen personality;
- 3.1.2.5 sending invoices and statements to the Model's clients and customers;
- 3.1.2.6 collecting income, revenue and fees on behalf of the Model in accordance with Clause 6 of this Agreement;
- 3.1.2.7 advancing sums of money to the Model in accordance with Clause 7 of this Agreement;
- 3.1.2.8 evaluating and advising upon requests for the use of the Model's name, photograph, likeness or other intended references to the Model;
- 3.1.2.9 directing the Model to model management companies as appropriate in territories where the Company does not currently maintain an appropriate presence;
- 3.1.2.10 arranging the Model's schedule; and/or
- 3.1.2.11 entering into and signing all contracts, and confirmation of orders in relation to any opportunities procured by the Company for the Model.

- 3.3 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.

4. Model's Obligations

- 4.1 In consideration of the mutual obligations and conditions contained in this Agreement, the Model agrees to:
 - 4.1.1 immediately advise 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;
 - 4.1.2. refer any booking enquiries or offers relating to the Model's services to the Company, not enter 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);
 - 4.1.3 only ever accept assignments, offers, opportunities and/or Commercial Activities in the Territory which are booked through the Company and/or a Foreign Agency;
 - 4.1.4 authorise 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;

- 4.1.5 authorise the Company to publish via the Company's website, the Model's name, image and likeness for the Model's promotion.
- 4.1.6 keep the Company updated with the Model's current 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;
- 4.1.7 inform 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;
- 4.1.8 carry 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;
- 4.1.9 keep available and in good condition at the Model's own expense a full range of clothes, accessories and make up in accordance with the reasonable requirements of Clients and the Company;
- 4.1.10 maintain 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
- 4.1.11 do nothing 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.
- 4.2 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.
- 4.3 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.
- 4.4 The Model acknowledges, accepts and agrees that it is essential for the protection and enhancement of the Company's and Model's goodwill and reputation that the Model is professional, reliable and does not cancel and/or fail to attend any Commercial Activity that the Company arranges for the Model to perform. In the event that the Model cancels and/or fails to attend any Commercial Activity other than through 'force majeure', or for valid medical reasons on provision of a doctor's certificate, that the Model is or was to provide to any Client, the Model agrees that the Model will be liable for all costs and expenses (including legal costs) incurred by the Company in respect of the Commercial Activity cancelled and/or not attended by the Model and will hold the Company harmless for any costs or claims arising from such cancellation including any costs, fees, or damages charged to the Company by any third party as a result of:
 - 4.4.1 the Model's cancellation of and/or failure to attend any Commercial Activity that the Company arranged the Model to perform;
 - 4.4.2 the Model's failure to perform any services to the standard expected of a professional model; and/or

- 4.4.3 any performance or behaviour which is not in accordance with Good Industry Practice.
- 4.5 The Model warrants and represents that he/she is duly entitled to lawfully work and carry out Commercial Activities in the the United Kingdom, and that the Model has obtained all necessary work permits, consents and licences to undertake Commercial Activities in the Territory.
- 4.6 The Model confirms that he/she is self-employed, and that therefore all fees are paid gross of taxes and National Insurance. To the extent that either agency or client may become liable for such taxes and National Insurance, the Model hereby agrees to indemnify them and keep them indemnified from and against all such liability, and they shall be entitled in satisfaction of indemnity, to make deductions from any money due to the Model to meet any liabilities as aforesaid.
- 4.7 The Model understands that is his/her duty to register with HM Customs & Excise for Value Added Tax if annual income exceeds the minimum annual turnover registration threshold for the time being. In the event of registration, the Model shall supply his/her VAT number and VAT shall be added to all invoices which are issued on the Model's behalf.
- 4.8 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 is 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 the Inland Revenue.
- 4.9 The Model warrants and represents to the Company that:
- 4.9.1 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;
- 4.9.2 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

5. Foreign Agencies

- 5.1 Notwithstanding the terms of Clause 2, the Model acknowledges, accepts and agrees that:
- 5.1.1 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;
- 5.1.2 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;
- 5.1.3 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

- 5.1.4 the Company shall be responsible for any appointment, removal and/or extension of the appointment of any Foreign Agency.

6. Fees

- 6.1 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.
- 6.2 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.
- 6.3 The Model represents and warrants that:
 - 6.3.1 the Model waives the right under regulation 25 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003, (i.e. that the Model's right to receive the Model Fee that the Company receives on the Model's behalf shall be paid to the Model no later than ten (10) days after the Company is paid the relevant Agreed Fee after making any statutory or agreed deductions) and agrees that 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;
 - 6.3.2 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;
 - 6.3.3 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;
 - 6.3.4 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 reimburse the Company the Agreed Fee; and
 - 6.3.5 the Company shall use reasonable endeavours to collect amounts due to the Model from Clients but the risk of collection of such amounts shall be borne by the Model pro-rata to the model's share of the earnings.
- 6.4 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.
- 6.5 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.

7. Expenses and Advances

- 7.1 The Company is under no obligation to pay for the Model's expenses and any expenses paid by the Company on behalf of the Model shall be deducted from the Model Fee.
- 7.2 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.

All outstanding Advance balances shall be payable upon the termination of this Agreement and in any event within 90 days of the date that the Advance was provided by the Company to the Model unless otherwise agreed in writing between the Parties. The Model acknowledges, accepts and agrees that the right to terminate this Agreement in accordance with Clause 10 is conditional on all outstanding Advance balances and any other amounts owed to the Company being paid before the expiry of the written termination notice referred to in Clause 2.2. If any outstanding Advance balances or any other amounts owed to the Company are not settled in accordance with this Clause 7.2 then the Model shall not be entitled to terminate this Agreement.

- 7.3 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.
- 7.4 The Model shall pay xx.xx %, (xx.xx % for equity contract television commercials), 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.
- 7.5 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.
- 7.6 If the Model should fail to pay the Advance to the Company in accordance with this Clause 7 then the Company may in its sole discretion charge late-payment interest on the amount overdue from the date on which such payment was due until the date of payment at a rate of 8% per annum above the base rate from time to time.

8. Rights to Use Model's Image

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

- 8.1 use the Model's Endorsement in connection with the Company's promotion of the Model and/or any Commercial Activity;
- 8.2 grant to others the right to use the Model's Endorsement.

9. 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:

- 9.1 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;
- 9.2 approving and permitting the use of the Model's Endorsement for the purpose of advertising and publicity or any Commercial Activity;
- 9.3 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;
- 9.4 demanding, suing for and collecting, all claims, money, interest and other items that may be due to the Model or belong to the Model;
- 9.5 to sign releases and similar instruments on the Model's behalf; and
- 9.6 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.

10. Termination

- 10.1 Subject to the payment of any and all outstanding amounts pursuant to clause 7, the Term shall continue unless and until either the Model or the Company serves not less than 90 days written notice of termination on the other Party.
- 10.2 Notwithstanding the Company's other rights and remedies, the Company shall have the right to terminate this Agreement upon seven (7) days written notice served on the Model, if at any time during the Term:
 - 10.2.1 the Models' repeated and continued failure 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;
 - 10.2.2 the Model's failure 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;
 - 10.2.3 the Model's failure 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;
 - 10.2.4 the Model cancels or fails to attend any Commercial Activity;
 - 10.2.5 there is unsatisfactory feedback from Clients or photographers to either the Model's personal appearance or portfolio;
 - 10.2.6 any misconduct on the Model's part which adversely affects the Company's and/or Client's professional image or reputation in the modelling industry;
 - 10.2.7 the Model is convicted of any criminal offence;

- 10.2.8 the Model fails to repay any Advance and/or other amount owed to the Company in accordance with Clause 7;
- 10.2.9 the Model is made bankrupt or makes a composition or arrangement with the Model's creditors;
- 10.2.10 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;
- 10.2.11 the Model uses, deals in or aids and abets any other person to use or deal in any illegal drug or other substance; or
- 10.2.12 the Model's failure to perform their obligations in accordance with Good Industry Practice.

11. Limitation of Liability

- 11.1 Neither party excludes or limits its liability under this Agreement for:
 - 11.1.1 death or personal injury caused by its negligence;
 - 11.1.2 fraudulent misrepresentation; or
 - 11.1.3 any other type of liability which cannot by law be excluded or limited.
- 11.2 Subject to Clause 11.1, 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.
- 11.3 The Company shall not be liable for:
 - 11.3.1 loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
 - 11.3.2 failure by a Client to attend a booking for whatever reason;
 - 11.3.3 damage to the Model's reputation; or
 - 11.3.4 consequential, special or indirect loss or damage;even if the Company has been advised of the possibility of such loss or damage.

12. Consequences of Termination

- 12.1 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 7. 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 7 shall continue to be observed and maintained after the expiry of this Agreement.

- 12.2. 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:

12.2.1 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;

12.2.2 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

12.2.3 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.

- 12.3 Upon the termination or expiration of this Agreement for any reason, the Model shall:

12.3.1 immediately refrain from any action that would or may indicate any relationship between the Model and the Company;

12.3.2 immediately pay to the Company any amounts which are owed to the Company including without limitation any Advances and any amounts owed under Clause 12.2 above;

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

13. Independent Contractor

- 13.1 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.

- 13.2 The Model shall be responsible for:

13.2.1 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;

- 13.2.2 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
 - 13.2.3 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.
- 13.3 The Model acknowledges and agrees:
 - 13.3.1 to indemnify and hold harmless the Company's affiliates, shareholders, employees, agents, representatives, officers and directors from any claims of liability for any taxes, PAYE or National Insurance payments related to the Model and agrees that the Company may deduct any such payments due to meet any such liabilities from the Gross Income. In the event the Company is required by statute or otherwise to make any deductions at source in respect of PAYE and National Insurance Contributions the Model will indemnify the Company to the extent permitted by law;
 - 13.3.2 to fully indemnify and keep fully indemnified the Company against any and all actions, costs, claims, demands, damages, expenses (including legal fees), liabilities, losses and proceedings in connection with any failure by the Model to perform his/her obligations strictly in accordance with the terms of this Agreement;
 - 13.3.3 that the Model shall not act as an agent for the Company and shall not enter into any agreements or incur any obligations on behalf of the Company and is not authorised to bind the Company in any manner whatsoever;
 - 13.3.4 that the Company is not the Model's employer and will not be held responsible 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
 - 13.3.5 to indemnify the Company for and in respect of 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.
 - 13.3.6 that 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 on the Model's behalf.
- 13.4 No form of joint venture, partnership or similar relationship between the Parties is intended or created.
- 13.5 The Company may, at its option, satisfy and/or pay any amounts due under the indemnities set out in this clause 13 (in whole or in part) by way of deduction from any payments due to the Model.

14. Confidentiality

14.1 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**").

14.2 Each Party undertakes to the other:

14.2.1 to keep confidential all Confidential Information;

14.2.2 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

14.2.3 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.

14.2.4 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.

14.3 The provisions of Clause 14.2 shall not apply to the whole or any part of the Confidential Information that can be shown by the Receiving Party to be:

14.3.1 disclosed as a requirement of law or any Regulatory Body to whose rule either Party is subject;

14.3.2 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;

14.3.3 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

14.3.4 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.

14.4 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.

14.5 The provisions of this Clause 14 shall survive termination of this Agreement for any reason.

15. Force Majeure

15.1 For the purposes of this Clause "**Force Majeure**" means in relation to either Party any cause beyond the reasonable control of that Party including, without limitation, any of the following:

15.1.1 act of God;

- 15.1.2 war, insurrection, riot, civil disturbance, acts of terrorism;
 - 15.1.3 fire, explosion, flood, storm;
 - 15.1.4 theft or malicious damage;
 - 15.1.5 strike, lock-out, or other industrial dispute (whether involving the workforce of the party so prevented or any other party), third party injunction;
 - 15.1.6 national defence requirements, acts or regulations of national or local governments; or
 - 15.1.7 inability to obtain essential fuel, power, raw materials, labour, containers or transportation, accident, malfunction of machinery or apparatus, denial of export or import licences.
- 15.2 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.
- 15.3 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.

16. Variation

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

17. Assignment

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.

18. Waiver

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.

19. Severability

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.

20. Counterpart

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.

21. Entire Agreement

- 21.1 This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the parties relating to its subject matter.
- 21.2 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.

22. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

23. Governing Law and Jurisdiction

- 23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be interpreted and construed in accordance with English law.
- 23.2 Subject to clause 23.3 below, the Parties to this Agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction over any claim or matter arising out of or in connection with this Agreement.
- 23.3 Notwithstanding clause 23.2 above, the Parties to this Agreement agree that the Company may enforce its rights under this Agreement in any other court of competent jurisdiction outside of the courts of England and Wales.

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

SIGNED as a DEED by **Agency Model Management Limited**
by **Director**

.....

in the presence of

.....

Witness Name:

Witness Address:

Witness Occupation:

SIGNED as a DEED by [Select and type model's name] the **Model**

Signature:

Name:

In the presence of:

Signature:

Name:

Address:

.....

If the Model is under 18 years of age, the Model's parent or legal guardian must sign as a deed below:

Signature:

Name:

Relationship with Model:
(Parent/Guardian etc)

Address:

.....

In the presence of:

Signature:

Name:

Address:

.....

Schedule 1

Items that will be recharged to models

Only with the model/guardian's consent

(Unless incurred on a client's behalf and agreed as chargeable to that client)

Relocation costs

Airfares

Car hire or taxis

Chauffeured cars

Hotel expenses

Rental expenses

Property deposits

Work permits

Visas

Language lessons

Shipping expenses

Personal expenses

Cash advances