

PRISTINE

MODELING AND EVENTS

Name

Date

1. I appoint Pristine as my non-exclusive agent.
2. Both the Agency and I are referred to as Parties.
3. This Agreement lasts until either Party ends it as per its terms.
4. I appoint Pristine as my non-exclusive agent in the Middle East for my career in advertising, fashion, entertainment, licensing, music, promoting, drama, film, video, television, and other visual media and entertainment industries.

I agree as follows:

4.1 I will be available for Talent Assignments and will perform these assignments for the Agency's clients.

4.2 The Agency will notify me of potential Talent Assignments. If successful, they will inform me by phone, email, or other means, and I will complete the assignments as agreed.

4.3 I will perform the Talent Assignment as efficiently and economically as possible, following the Agency's directions and rules.

5. Talent's Undertakings:

5.1 I confirm I can legally sign this Agreement, and it doesn't conflict with any other agreements I've signed.

5.2 I understand I need to keep myself in good condition and maintain a range of clothes, accessories, and cosmetics at my expense.

5.3 I will maintain professional equipment and materials to meet the client's requirements.

5.4 I will notify the Agency in advance if I'm not available for a booking.

5.5 I will provide the Agency with materials to promote me to clients, including photos and personal information, and keep these updated.

5.6 I will behave professionally, be punctual, and avoid actions that could harm my career or the Agency's reputation, including refraining from smoking and drinking during assignments.

5.7 I confirm I am not bound by any other agreements that would prevent me from carrying out this Agreement.

5.8 I understand this Agreement is not an offer of employment.

5.9 I will get my Sponsor's consent if needed before any Talent Assignment and will indemnify the Agency or Client against claims.

5.10 I understand the Agency cannot guarantee Talent Assignments.

5.11 I will not use my mobile phone during Talent Assignment

5.12 I will perform Talent Assignments to the best of my ability and follow professional standards.

5.13 I will follow all health, safety, and general rules at a client's location.

5.14 I will not share personal business cards or promotional material without the Agency's prior consent.

5.15 I will not share confidential information about the Agency, clients, or assignments without prior written consent.

5.16 I will not make any derogatory remarks about the Agency or clients after this Agreement ends.

5.17 I will not secure any Talent Assignments for clients directly. If I do, I may be removed from the Agency's listings.

5.18 I agree that these restrictions are reasonable and won't stop me from earning a living. If I breach clause 5.17, the Agency can terminate this Agreement immediately with written notice.

5.19 I authorize the Agency to keep and use my professional and personal information to secure Talent Assignments for me.

5.20 I am responsible for travel and transportation to and from the Booking unless agreed otherwise in writing beforehand.

5.21 I won't sign any documents or release forms related to any Booking without first consulting the Agency.

5.22 I understand that I might need to meet clients for briefings, site visits, or fittings, and I won't get paid for this pre-production work unless agreed in writing with the Agency.

5.23 If I perform dangerous acts (like fire eating or aerial acts), I will maintain public liability insurance up to a minimum of 2 million GBP and provide proof to the Agency.

6. Authority of Agency

6.2 I authorize Pristine to act on my behalf in quoting, approving, and permitting the use of my work, name, photograph, likeness, or voice for any purpose related to any Booking or Client. This includes Pristine's promotional materials and the signing of relevant contracts and releases.

6.3 I authorize Pristine to negotiate extensions or renewals of the rights granted for my work, seeking appropriate compensation. Pristine makes no promises about the rates that may be achieved. These rates will be subject to Agency Fees.

6.4 I will not prevent the use of my image or work according to this Agreement and any Talent Assignment terms. I release Pristine, the Client, and their successors from liability for any alterations or uses of my image or work.

6.5 Pristine will take reasonable steps to ensure professional conduct by Clients and others involved but does not guarantee this and will not be liable for their conduct.

6.6 Pristine will comply with regulations regarding the use and storage of my professional information.

6.7 Pristine will not be liable if a Booking is unsatisfactory to me or a third party, including the Client's use of my image.

6.8 All rights to my image in relation to any Booking will belong to Pristine, who may license or assign these rights at their discretion.

6.9 I waive all rights to my image and work, including moral rights and intellectual property produced during my Talent Assignments.

6.10 My image may represent an imaginary person unless otherwise stated in the Booking.

6.11 Pristine will strive to secure suitable Talent Assignments but makes no promises about the quantity or quality of work.

6.12 Pristine will provide the Booking with skill, care, and in accordance with recognized codes of practice and statutory obligations.

6.13 I authorize Pristine to act against unauthorized use of my image or work by the Client. Pristine has discretion over what action to take and may choose to obtain compensation from the Client. Any amounts recovered will be part of the Fees, and legal costs will be borne by me unless otherwise agreed. If Pristine chooses not to take action, I may do so at my expense.

7. Fees

7.1 The Agency will invoice the Client for the Agency Fees and My fees. My fees will be confirmed to Me in writing before the Booking is confirmed to the Client. I understand that My Fees represent My total payment for the Booking, and I cannot claim more under this Agreement.

7.2 I agree that the Agency will:

- 7.2.1 invoice the Client for My Fees and the Agency Fees (collectively the "Fees"); and
- 7.2.2 pay My Fees to Me within thirty (30) days of payment being received by the Agency, according to Agency policy (currently on a Friday each week).

7.3 If I am late for a Booking, the Agency has the right to deduct up to fifteen percent (15%) of the day rate per hour to recover lost fees due to that delay, and I agree that this is reasonable.

7.4 If the Client pays Me directly, I agree to immediately pay the Agency Fees specified in clause 7.1 to the Agency.

7.5 I understand and agree that:

- 7.5.2 The Agency is entitled to deduct and retain from My Fees any expenses (including but not limited to taxis, couriers, flights, and accommodation) reasonably incurred by the Agency on My behalf; and
- 7.5.3 if I cease to become available for the Booking for any reason, any expenses incurred on My behalf by either the Agency or the Client will be immediately due for

reimbursement and the Agency will deduct these expenses from My Fees and/or future Fees, and I will remain liable to pay these expenses until they are paid off. If I accept a booking with an accreditation process or permit process, I understand that I will be charged.

7.6 I understand that after the end of this Agreement, any fees arising from any Booking, including additional usage rights, renewed and/or renegotiated Bookings, will continue to be invoiced and collected by the Agency, who will pay My Fees according to clause 7.1 and 7.2 of this Agreement.

7.7 I agree that I must not accept any Talent Assignments directly or indirectly from any Client without the Agency's consent. If I do, I will be in breach of this Agreement and liable to pay the Agency 40% of the sum received within 7 days.

7.8 I acknowledge that, while Clients are believed to be reputable and creditworthy, the Agency is not liable for any delay in or non-payment of My Fees and expenses.

7.9 I understand that the Agency is not responsible for medical cover, life insurance, public liability, or any end-of-service financial benefits for Me.

7.10 I understand the Agency's Policy with regards to VAT:

- 7.10.1 For a Talent with whom we do business over the threshold of USD 100,000 (AED 375,000), it will be mandatory to provide a Valid VAT Invoice compliant with UAE VAT law and its regulations.

- 7.10.2 For a non-VAT-registered Talent, we will assume all UAE laws have been met and the VAT threshold of USD 100,000 (AED 375,000) of taxable turnover has not been met, so no VAT is applied. We will prepare a buyer-created invoice for the amount due for each Booking.

- 7.10.3 For a Talent not resident in the UAE, the reverse charge mechanism will apply, and we will prepare a buyer-created invoice for the amount due for your Talent Assignments with no VAT imposed unless required by your country and regulations. We will prepare a buyer-created invoice for the amount due for each Booking.

- 7.10.4 It is the responsibility of the Talent to inform us of any change in visa status.

- 7.10.5 I understand and agree that, if applicable, I am personally responsible for the payment of income tax, national insurance contributions, other statutory deductions, and any applicable value-added tax.

8. Liability

8.1 The Agency will not be liable to Me if the Booking is unsatisfactory. If needed, and with My consent, the Agency may claim against the Client to recover any outstanding Fees and can deduct reasonable expenses from the recovered Fees.

8.2 The liability of the Agency and/or Pristine and their associated entities under this Agreement is limited to the Fees payable to Me for the Booking where the liability arose. Neither the Agency nor Pristine or their associated entities will be liable for any direct loss or damage to Me or any

third party due to negligence, breach of contract, or otherwise. I will maintain appropriate insurance policies throughout this Agreement.

8.3 I am solely responsible for any medical expenses or loss/damage to personal property during the Booking. The Agency bears no responsibility for any illness, accident, loss, or damage during the Booking.

9. Indemnity

9.1 I will indemnify the Agency and/or Pristine and their associated entities against all claims, losses, damages, costs, expenses (including legal expenses), judgments, fines, and/or liabilities that may arise directly or indirectly from My acts or omissions under this Agreement or My breach of any warranty or representation.

10. Termination

10.1 The Agreement will continue unless terminated by mutual agreement or under its terms.

10.2 The Agency can terminate this Agreement for any reason at any point during the term by giving Me thirty (30) days' notice in writing.

10.3 I can terminate the Agreement at any point during the term by giving the Agency thirty (30) days' notice in writing, except I must complete any agreed booking before the notice of termination.

10.4 Either Party can immediately terminate the Agreement by notice in writing to the other if:

10.4.1 commits a serious breach of this Agreement and doesn't fix it within 7 days after being notified.

10.4.2 commits a serious breach that can't be fixed.

10.4.3 is declared insolvent or makes arrangements with creditors.

10.5 I can end this Agreement if:

10.5.1 the Agency decides to wind up (except for restructuring) or a court orders it;

10.5.2 the Agency stops operating or mostly stops its business.

10.6 Ending the Agreement doesn't affect any existing rights or liabilities.

10.7 After ending or expiring, the Agency can use any material produced before it ended.

10.8 The Agency can end this Agreement immediately if I take a job for a third party introduced by the Agency, breaching this Agreement.

10.9 The Agency can give me notice if I need to update my information and if I don't, they can end the Agreement. They can also end the Agreement if I don't get any bookings, am unavailable, or refuse work for 6 months.

11. Force Majeure: Neither party is liable for delays or failures due to events beyond their control, like terrorism, natural disasters, government actions, or similar situations.

12. Assignment: I can't transfer my rights or duties under this Agreement without the Agency's written consent.

13. Third-Party Rights: This Agreement doesn't give rights to anyone else unless specifically stated.

14. Severance: If any part of this Agreement is found to be invalid or illegal by a court, the rest of the Agreement remains effective as if the invalid part were removed.

15. Waiver: If either party doesn't enforce any part of this agreement at any time, it doesn't mean they give up the right to enforce it later.

16. Notices: Any notice can be given by email, personal service, or post to the other party's address. A notice is considered received on the day it is sent by email or personal delivery, or when it would normally be received by post.

17. Entire Agreement: This agreement is the complete and only agreement between the parties, replacing all previous agreements. It covers all matters from the date it is signed, regardless of when the issues arose.

18. Governing Law: This agreement is governed by the laws of Dubai, and disputes will be handled in Dubai's courts.

19. Miscellaneous: Nothing in this agreement creates a partnership or joint venture between the parties.

20. Parental Consent: If signing on behalf of a child under 18, I confirm I have the legal authority to do so.

PRISTINE MODELS EVENTS ORGANIZERS EST.

info@pristine-models.com

+971 58 558 7096

Dubai

United Arab Emirates