

I the "Session Stylist" known as "I" or "Me" or "My" hereby agree:

1. By ticking the "I AGREE" option on the Application form, I hereby appoint Bareface Agency Division (the "Agency" or "you"), which is a division of Bareface Productions FZ-LLC, PO Box 72336, Dubai, UAE, as My agent in accordance with the terms set out in this letter (the "Agreement").
2. The Agency and the Session Stylist are together referred to as the Parties and individually as a Party.
3. The Agreement shall last until terminated by either Party in accordance with the terms of this Agreement.
4. I appoint you as My agent in the Middle East in connection with the development of My career in advertising and fashion, licensing, music, drama, film, video, television and other visual media industries and all services to be rendered or performed by Me in connection therewith ("Session Stylist Work").

I agree with you as follows:

- 4.1 I will be available for Session Stylist Work and will carry out Session Stylist Work for the Clients of the Agency ("Client");
 - 4.2 The Agency will notify Me of the prospective Session Stylist Work and the Agency will book Me to do the Session Stylist Work with the Client. If successful, the Agency will notify Me by telephone, or otherwise, and I will carry out the Session Stylist Work in accordance with the terms agreed between the Agency and the Client ("Booking"); and
 - 4.3 I will not accept any Session Stylist Work directly or indirectly from any Client of the Agency, or directly or indirectly through another agency. I will advise the Agency immediately of any offer of work from third Parties including models, photographers, Clients or any connections initially made through the Agency or any affiliates of the Agency, and to inform any such Parties of your Agency status. If I accept Session Stylist Work directly or indirectly through a Client introduced to Me by the Agency or another agency, I will be in material breach of this Agreement but in any event I will be liable for and shall pay the Agency the Agency Fees as per Clause 7.1.1.
5. **Session Stylist's Undertakings**
- 5.1 I undertake that I am legally permitted to sign this Agreement, and that this is not in conflict with any other agreements that may have been signed by Me or on My behalf up to now.
 - 5.2 I understand that, at My own expense, I must maintain in good condition a range of accessories and cosmetics to comply with the reasonable requirements of the Client for the Booking.
 - 5.3 I will notify the Agency in advance if and when I am not available for Session Stylist Work (e.g. when on holiday) or if I do not wish to work for a particular Client or in case I want to restrict or limit My usage for a Client to a particular medium only otherwise My usage shall be open to use by the Client.
 - 5.4 I understand that I must maintain my appearance and physical condition in a manner which is appropriate to my profession and acceptable to the Agency and the Clients.
 - 5.5 I shall provide to the Agency, at My own expense, such materials as the Agency requires to promote Me to the Clients, including but not limited to, portfolios, index cards and head sheets, image scans, photocopies and tear sheets as well as all relevant personal information and hereby grant the Agency the right to use, maintain and store such materials for My promotion.
 - 5.6 I understand at all times I shall behave professionally and courteously and always be punctual for any appointment and/or Booking and to refrain from acting in any way which might be detrimental to My career and the reputation of the Agency and/or the Client, refraining from consumption of drugs and/or alcohol before, during or after any Session Stylist Work and refraining from smoking, eating and telephoning whilst performing, shooting and/or in view of public.
 - 5.7 I hereby declare that I am not bound by any competing clause restraining Me from carrying out the Session Stylist Work for the Agency or preventing Me from promoting the products or services of the Client.
 - 5.8 I understand and agree that this Agreement is not an offer of employment.
 - 5.9 I will, where necessary, obtain My sponsor's consent or any other consent required under law before undertaking Session Stylist Work and will indemnify the Agency and/or Client against any claims in this respect.
 - 5.10 I acknowledge that the Agency cannot guarantee that any Session Stylist Work can be secured, and that the Agency has made no representations to this effect.
 - 5.11 I understand that I will not be able to use My mobile phone during Session Stylist Work.
 - 5.12 I shall carry out Session Stylist Work to the best standard of My ability and skill.
 - 5.13 I undertake to comply with all rules and regulations relating to health and safety, fire prevention or general administration which may be in place at the premises of a Client or at a location where the Session Stylist Work is being conducted.
 - 5.14 I shall not pass on any personal business cards or other promotional material to the Client, members of the audience or other third Parties without the consent of the Agency.
 - 5.15 I shall not without the consent in writing of a duly authorised representative of the Agency whether during the term of this Agreement or at any time thereafter, expose, reveal or make public any information in connection with the business of the Agency, the Client, the Booking, the Session Stylist Work or this Agreement, all of which information shall be regarded by Me as strictly confidential. I acknowledge that this clause is material to the operation of this Agreement and that the Agency may terminate this Agreement immediately (without prejudice to any other rights or remedies it may have) for a breach of this clause. I shall indemnify and keep the Agency fully indemnified against any claims or demands or legal proceedings brought against the Agency by a Client or third Parties as a result of My breach of the confidentiality provisions under this clause.
 - 5.16 I agree and undertake that during the subsistence of this Agreement or upon termination of this Agreement for any reason whatsoever I shall not in any manner whatsoever denigrate and/or speak ill of the Agency or the Client or any of its members either to the press/media and/or any member of the public.

I agree to the following:

- 5.16.1 will not pitch/quote for the same Session Stylist Work to a Client directly or indirectly during the Term;
- 5.16.2 shall not for a period of twelve (12) months from the date of the termination of this Agreement either by myself or on behalf of any other person or agent induce or endeavor to induce any employee or officer of the Agency to leave their employment with the Agency;

- 5.16.3 shall not for a period of twelve (12) months from the date of the termination of this Agreement induce, solicit or endeavour to entice away from the Agency any person, firm or company, sub-contractor, partner, consultant, proprietor, agent or otherwise who was at any time within the period of twelve (12) months prior to the date of termination of this Agreement a customer or a Client of or a Client or was in habit of doing business with the Agency or was represented by the Agency; and
- 5.17 I agree that the above restrictions are reasonable and they shall not prevent Me to earn My living. Any breach by Me of any of the provisions of clause 5.16 shall be considered to be a material breach of this Agreement for which the Agency may terminate this Agreement forthwith.
- 5.18 I authorise the Agency to maintain, use and store My personal information on the Agency's database for the purpose of securing Session Stylist Work for Me and to comply with any statutory obligations in this respect.
- 5.19 I will be responsible for travel and transportation to and from the Booking unless otherwise agreed in writing at the time of the Booking.

6. Authority of Agent

- 6.1 I hereby authorise the Agency to act on My behalf in approving and permitting the copyright, license, use and publication of My name, photography work, likeness, or other representation of My Stylist Session Work for any purpose whatsoever, including in connection with a Booking and the Agency's promotional materials, such as its website, business cards and portfolio, as well as signing of contracts, bills of sale and photographic and other releases in connection with the foregoing.
- 6.2 I will not seek to prevent the use of My Session Stylist Work in accordance with this Agreement and I release the Agency, its assignees, licensees and successors and the Client from any liability to Me arising from any blurring, distortion, alteration, voice dubbing, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in taking photographs, or in any photographic or in any film or digital processing of My Image.
- 6.3 I understand that the Agency shall take reasonable steps to ensure the Client and other workers involved in the Session Stylist Work are professional and courteous but that the Agency makes no warranty (express or implied) to that effect and I acknowledge and agree that the Agency shall not be held liable for the conduct of any third Parties in respect of a Booking or in respect of any other matter that is the subject of this Agreement including but not limited to the Client.
- 6.4 The Agency shall comply with all regulations and statutory obligations regarding the use and storage of My information.
- 6.5 The Agency shall not be liable should the Booking prove unsatisfactory in any respect including with regard to usage of My Session Stylist Work by the Client either during the Booking or thereafter. If necessary, and with My consent, the Agency may bring a claim against the Client to recover any outstanding fees and the Agency shall be entitled to deduct from those fees, a fair proportion of any expenses reasonably incurred by the Agency on my behalf.
- 6.6 I acknowledge and agree that the intellectual property vesting in My Session Stylist Work in relation to the Booking shall vest solely with the Agency and the Agency may at its sole discretion license and/or assign such Intellectual property to any Client, their assignees, licensees and successors.
- 6.7 I expressly waive any and all rights to the intellectual property in My Session Stylist Work of any nature whatsoever including any moral rights accruing to My Session Stylist Work by virtue of undertaking the Booking.
- 6.8 The Agency shall use all reasonable endeavours to secure suitable Session Stylist Work for Me.
- 6.9 The Agency shall provide the Booking with skill, care and in accordance with their recognised codes of practice and statutory obligations.

7. Fees

- 7.1 The Agency will:
 - 7.1.1 invoice the Client for My fees. Unless otherwise agreed in writing at the time of the Booking the Agency's fee in respect of the Booking is fixed at twenty percent (20%) from the total amount invoiced to the Client (the "Fees"). My fees are fixed at eighty percent (80%) of the total invoice. I understand that My fees represent My total remuneration in respect of the Booking and I will not be entitled to claim for any further payment under this Agreement; I acknowledge that in case the Agency uses any of its affiliates for handling of the Session Stylist or any Session Stylist Work such Affiliates of the Agency would be entitled to their own handling fees; and
 - 7.1.2. pay Me the fees, within thirty (30) days of payment being received by the Agency, according to Agency policy, at the middle and end of each calendar month, on a Thursday.
- 7.2 If I am late for a Booking, the Agency has the right to deduct an amount equal to fifteen percent (15%) of the day rate per hour to recover lost fees due to any delay on My part.
- 7.3 If the Client pays Me direct I undertake to immediately pay the Agency its Fees specified in clause 7.1.1.
- 7.4 I understand and agree that:
 - 7.4.1 the Agency is entitled to deduct and retain from My account any expenses (including but not limited to index cards, portfolios, bikes, taxis, couriers, flights and accommodation) reasonably incurred by the Agency on My behalf; and
 - 7.4.2 if I cease to become available for the Booking for whatever reason, any expenses incurred on My behalf by either the Agency or the Client will immediately become due for reimbursement and the Agency shall be entitled to deduct these expenses from My account and I will remain liable to pay these expenses until such liability is discharged.
- 7.5 I understand that for the duration of this Agreement and thereafter, all fees arising from the Booking shall continue to be invoiced and collected by the Agency, who will pay My fees in accordance with clause 7.1.1 of this Agreement.
- 7.6 I understand that if I accept Session Stylist Work from a Client to whom I have been introduced by the Agency during the term of this Agreement or within twelve (12) months after termination of this Agreement, I shall be liable to pay the Agency a sum equal to the fee the Agency would have been entitled to under clause 7.1.1 of this Agreement.
- 7.7 I acknowledge that, whilst Clients are believed to be reputable and creditworthy, the Agency does not guarantee, and is not liable for, a delay in, or the non-payment of My fees and expenses.

8. Liability

- 8.1 The liability of the Agency and or Bareface Productions FZ LLC under this Agreement shall be limited to the fees due and payable to Me in respect of the Booking where such liability arose. Neither the Agency nor Bareface Productions FZ LLC shall be liable for any direct loss or damage suffered by Me or any third Party howsoever caused, as a result of any negligence, breach of contract or otherwise which shall be covered by the required insurance cover taken by Me. The said insurance cover shall be maintained and kept in force throughout the Term of this Agreement by Me; and
- 8.2 I shall, at My sole cost and expense, pay and be fully liable and responsible for any and all medical expenses or any loss or damage to personal property of whatsoever nature during the conduct of the Booking and the Agency shall bear no responsibility financial or otherwise in respect of any illness, accident, loss or damage of whatsoever nature that may occur during the conduct of the Booking under this Agreement.

9. Indemnity

I shall indemnify the Agency and/or Bareface Productions FZ LLC in respect of any and all claims, losses, damages, costs, expenses (including legal expenses), judgments, fines, penalties and/or liabilities which the Agency or any of its associated entities may now or in future suffer or incur consequent on or arising directly or indirectly out of any acts or omissions by Me in respect of any obligations expressed to be assumed by Me under this Agreement or out of My breach of any warranty or representation under this agreement.

10. Termination

- 10.1 The Agreement is subject to a three (3) month trial period, during which either Party can terminate the Agreement without notice.
- 10.2 Thereafter the Agreement shall continue the duration of the Term unless terminated by mutual agreement between the Parties or under its terms.
- 10.3 The Agency shall be entitled to terminate this Agreement for any reason at any point during the Term by giving Me thirty (30) days notice in writing.
- 10.4 I shall be entitled to terminate the Agreement at any point during the Term by giving the Agency thirty (30) days notice in writing save for the condition that I shall be required to complete any Booking agreed prior to notice of the termination.
- 10.5 Either Party may immediately terminate the Agreement by notice in writing to the other if:
 - 10.5.1 the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within seven (7) days of being given written notice from the other Party to do so; or
 - 10.5.2 the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances; or
 - 10.5.3 the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 10.6 I may terminate this Agreement:
 - 10.6.1 If the Agency passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - 10.6.2 the Agency ceases to carry on its business or substantially the whole of its business.
- 10.7 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the Parties arising in any way out of the Agreement as at the date of termination.

11. Force Majeure

Neither Party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from an act of "Force Majeure" which includes any act of terrorism, fire, flood, act of Government or regulatory authority, royal demise, lightning, war, revolution, riot or civil commotion, or any other act or event which is similar in nature or any other circumstance beyond the reasonable control of the Parties.

12. Assignment

I shall not be entitled to assign My rights or obligations or delegate My duties under this Agreement without the prior written consent of the Agent.

13. Third Party Rights

Nothing in this Agreement is intend to or confers any rights on a third Party which is not expressly mentioned herein.

14. Severance

If any term or provision of in this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.

15. Waiver

The failure by either Party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions under this Agreement.

16. Notices

Any notice to be given by either Party to the other may be served by email, fax, personal service or by post to the address of the other Party given in the Offer of Representation or such other address as such Party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

17. Entire Agreement

This Agreement supersedes any previous agreements, arrangements, documents or other undertakings either written or oral between the Parties.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws in force in the UAE and the Emirate of Dubai and the Parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of the Emirate of Dubai.

19. Miscellaneous

Nothing in this Agreement shall be construed as constituting a partnership or a joint venture between Me and the Agency.