

Name (the "Talent" or "I" or "Me" or "My") Date

1. I appoint Bareface Agency Division (the "Agency" or "you"), which is a division of Bareface Productions FZ-LLC, PO Box 72336, Dubai, UAE, as My or My Child's **NON-EXCLUSIVE** agent in accordance with the terms set out in this letter (the "Agreement").
2. The Agency and the Talent are together referred to as the Parties and individually as a Party.
3. The Agreement will last until terminated by either Party in accordance with the terms of this Agreement.
4. I appoint you as My **NON-EXCLUSIVE** agent in the Middle East in connection with the development of My career in advertising, fashion, entertainment, licensing, music, promoting, drama, film, video, television and other visual media and entertainment industries and all services to be rendered or performed by Me in connection with those industries (the "Talent Assignments").

I agree as follows:

- 4.1 I will be available for Talent Assignments and will carry out Talent Assignments for the clients of the Agency (the "Client"); and
 - 4.2 the Agency will notify Me of the prospective Talent Assignment and the Agency will book Me to do the Talent Assignment with the Client. If successful, the Agency will notify Me by telephone, email, or via the Bareface App or otherwise (as the Agency may decide) and I will carry out the Talent Assignments in accordance with the terms agreed between the Agency and the Client (the "Booking"); and
 - 4.3 I undertake to provide the Talent Assignment to the Agency during the term of the Agreement as efficiently and economically as possible in collaboration with such people as such time and places as the Agency may direct and to comply with the rules and regulations of the Agency as may be advised to me from time to time by the Agency.
- 5. Talent's Undertakings**
- 5.1 I warrant 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 nor will it conflict with anything I do during the term of this Agreement.
 - 5.2 I understand that, at My own expense, I must maintain in good condition a range of clothes, accessories, and cosmetics (lifestyle, cast, model, talent of determination, hostesses, entertainers).
 - 5.3 I understand that I must maintain a range of professional equipment and materials (session stylists) to comply with the reasonable requirements of the Client for the Booking.
 - 5.4 I will notify the Agency in advance in writing of the dates set for each Booking if and when I am not available for a particular Booking (such as, without limitation, when I am on holiday) or if I do not wish to work for a particular Client.
 - 5.5 I will 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 as well as all relevant personal information and grant the Agency the right to use, maintain and store such materials for My promotion. I will update the Agency with new material as and when relevant.
 - 5.6 I understand at all times that I must 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 or during any Talent Assignment and refraining from smoking and eating whilst carrying out the Talent Assignments. I understand that in the event of unsatisfactory performance by Me or the receipt of a complaint from a Client, the Agency will not be responsible if the Client requests a discount and I agree that any such discount will be reasonable.
 - 5.7 I declare that I am not bound by any other agreement restraining Me from carrying out Talent Assignments for the Agency or a Client, or otherwise preventing Me from featuring in any advertising campaign 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 a Talent Assignment 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 Talent Assignments will 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 Talent Assignments.
 - 5.12 I will carry out Talent Assignments to the best of My ability and skill and to the highest professional standards.
 - 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 Talent Assignment is being conducted.
 - 5.14 I will not pass on any personal business cards or other promotional material to the Client or other third parties without the prior written consent of the Agency.
 - 5.15 I will not without the prior written consent 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 Talent Assignments or this Agreement, all of which information will 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 will indemnify and keep the Agency fully indemnified against any claims or demands or legal proceedings brought against the Agency by a Client or any third parties as a result of My breach of the confidentiality provisions under this clause.
 - 5.16 I agree and undertake that during the term of this Agreement and following expiry or termination of this Agreement for any reason whatsoever I will not in any manner whatsoever denigrate and/or speak ill of the Agency or the Client or any third party associated with either party to the press, the media and/or any other third party.
 - 5.17 I agree that I:
 - 5.17.1 will not attempt to secure any of the same Talent Assignments for a Client, directly or indirectly, during the term of this Agreement and if I do so I understand that I may be removed from the Agency talent listings
 - 5.17.2 will 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;

- 5.17.3 will 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 or was in habit of doing business with the Agency or was represented by the Agency; and
- 5.18 I agree that the above restrictions are reasonable, and they will not prevent Me from earning My living. Any breach by Me of any of the provisions of clause 5.17 will be considered to be a material breach of this Agreement for which the Agency may terminate this Agreement immediately by notice in writing.
- 5.19 I authorise the Agency to maintain, use and store the Professional Information and My personal information on the Agency's database for the purpose of securing Talent Assignments for Me.
- 5.20 I will be responsible for travel and transportation to and from the Booking unless otherwise agreed in writing in advance of the time of the Booking.
- 5.21 I understand that I may not sign any written documents or release forms relating to any Booking without first consulting the Agency.
- 5.22 I understand that on various Assignments I will be required to meet the client for briefings/site visits/ittings and unless agree in writing with the Agency I will not get paid a fee for this pre-production work.
- 5.23 If I perform dangerous acts (including but not limited to fire eating, aerialist, etc) I shall maintain public liability insurance up to a minimum level of 2 million GBP and shall provide the Agent with proof of such cover.

6. Authority of Agency

- 6.1 I authorise the Agency to act on My behalf in quoting, approving and permitting the copyright, license, use and publication of my Talent Assignment Work, my name, photograph, likeness, or other representation of My image or voice in whole or part ("My Image") for any purpose whatsoever, associated with any Booking and/or any Client and also in relation to 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 those purposes.
- 6.2 I agree to appoint the Agency to act exclusively on My behalf in relation to the negotiation of any extension or renewal of the rights granted for the Talent Assignment work (up to and including in perpetuity and in all mediums worldwide) to those rights that were initially agreed and approved within the original scope of the Talent Assignment. The Agency will seek the most appropriate compensation available for such an extension or renewal, but the Agency makes no representation about the rates that may be achieved for the extension or renewal. The rates will be subject to the payment of the Agency Fees (as set out in Clause 7).
- 6.3 I will not seek to prevent the use of My Image or My Talent Assignment Work in accordance with this Agreement and the terms of any Talent Assignment and I release the Agency and the Client, and their assignees, licensees, and successors 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 exploiting My Image or My Talent Assignment Work.
- 6.4 I understand that the Agency will take reasonable steps to ensure the Client and other workers involved in the Talent Assignments are professional and courteous but I acknowledge that the Agency makes no warranty (express or implied) to that effect and I acknowledge and agree that the Agency will 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 conduct of the Client).
- 6.5 The Agency will comply with all regulations and statutory obligations regarding the use and storage of My Professional Information.
- 6.6 The Agency will not be liable to me or any third party if a Booking is unsatisfactory to Me (or that third party) in any respect including with regard to usage of My Image by the Client.
- 6.7 I acknowledge and agree that all rights in and relating to My Image in relation to any Booking will vest solely with the Agency and the Agency may at its sole discretion license and/or assign such rights to any third party including the Client, their assignees, licensees and successors.
- 6.8 I expressly waive any and all rights in and relating to My Image or My Talent Assignment Work of any nature whatsoever, including any moral rights or analogous rights. I expressly waive any and all rights to the intellectual property produced during My Talent Assignments of any nature whatsoever including any moral rights by virtue of undertaking the Booking.
- 6.9 I understand that My Image (not relevant for session stylists and photographers) may be deemed to represent an imaginary person unless otherwise stated in the Booking.
- 6.10 The Agency will use all reasonable endeavours to secure suitable Talent Assignments for Me but makes no representation about the quality or quantity of work that may arise from the relationship between the Agency and Me.
- 6.11 The Agency will provide the Booking with skill, care and in accordance with their recognised codes of practice and statutory obligations.
- 6.12 I authorize the Agency to act in relation to any unauthorized use of My Image or Talent Assignment Work by the Client however, in doing so, the Agency has complete discretion as to what action is appropriate given the circumstances and taking into consideration the commercial position (including the costs involved and the likelihood of recovery). The Agency may choose to endeavour to obtain consideration from the Client for any such unauthorized use. Any amounts recovered by the Agency as a result of such unauthorized use will form a part of the Fees, including without limitation any amounts that may be awarded to Me by a Court as a result of any judgement, order or award that is made in My favour on account of any unauthorized use of My Image by a Client. The Parties acknowledge and agree that any legal costs that are incurred in respect of the enforcement of this clause will be borne solely by Me unless otherwise agreed in writing between the Parties. If the Agency chooses not to take any action, I understand that I may not force The Agency to undertake action, that I may inform the Agency that I wish to undertake such action myself and may do so at my expense and that I have no claim against the Agency for not undertaking such action on my behalf.

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 prior to the confirmation of the Booking to the Client. 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.
- 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 an amount equal 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:
- 7.5.1 once I complete my first Booking an **annual administration fee of AED100 (One Hundred United Arab Emirates Dirhams)** will be charged to my account to cover web upload, image management and maintenance; An invoice will be issued and automatically adjusted against my first payment. Should I cease to be represented by the Agency after payment the maintenance fee will not be reimbursed. The annual website administration fee will be charged annually as long as I continue to have Talent Assignments from the Agency.
- 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 whatever reason, any expenses incurred on My behalf by either the Agency or the Client will immediately become due for reimbursement and the Agency will be entitled to deduct these expenses from My Fees and/or from future Fees and I will remain liable to pay these expenses until such liability is discharged. If I accept a booking with an accreditation process or permit process, I understand that I will be charged.
- 7.6 I understand that for the term of this Agreement and following expiry or termination of this Agreement for any reason whatsoever, all 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 in accordance with 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 of the Agency. I will advise the Agency immediately of any offer of work from third parties including Talents, photographers, Clients or any connections initially made through the Agency or any affiliates of the Agency, and I will also inform any such third parties of your Agency status. I understand that if I accept a Talent Assignment for or on behalf of 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 agree that I will be in material breach of this Agreement but, without limiting any other remedies available to the Agency, I will be liable to pay the Agency 40% of the sum received within 7 days of the receipt of any fees from that third party.
- 7.8 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.
- 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 Bareface Policy with regards to VAT:
- 7.10.1 For a Talent with whom we do business with over the threshold of USD 100,000 (AED375,000) it will be mandatory to provide us with a Valid VAT Invoice compliant to the UAE VAT law and its regulations.
- 7.10.2 For a non-VAT -registered Talent we will assume that all UAE laws have been met and that the VAT threshold of USD 100,000 (AED375,000) of taxable turnover has not been met and therefore 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 otherwise 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 solely and personally responsible for the payment of income tax, national insurance contributions, other statutory deductions and any applicable appropriate value added tax.

8. Liability

- 8.1 The Agency will not be liable to Me should the Booking prove unsatisfactory in any respect. If necessary, and with My consent, the Agency may bring a claim against the Client to recover any outstanding Fees and the Agency will be entitled to deduct a fair proportion of any expenses reasonably incurred by the Agency in bringing the claim and the Agency can deduct those expenses from the recovered Fees.
- 8.2 The liability of the Agency and/or Bareface Productions FZ LLC and/or any of their associated entities under this Agreement will 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 nor any of their associated entities will be liable for any direct loss or damage suffered by Me or any third party as a result of any negligence, breach of contract or otherwise. I will take out appropriate insurance policies which will be maintained and kept in force by Me at all times throughout the term of this Agreement.
- 8.3 I will, 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 Booking and the Agency will bear no responsibility financial or otherwise in respect of any illness, accident, loss or damage of whatsoever nature that may occur during the Booking.

9. Indemnity

- 9.1 I will indemnify the Agency and/or Bareface Productions FZ LLC and/or any of their associated entities 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 will continue unless terminated by mutual agreement between the Parties or under its terms.
- 10.2 The Agency will be entitled to terminate this Agreement for any reason at any point during the term of this Agreement by giving Me thirty (30) days notice in writing.
- 10.3 I will be entitled to terminate the Agreement at any point during the term of this Agreement by giving the Agency thirty (30) days notice in writing except that I am required to complete any Booking agreed prior to that notice of termination.
- 10.4 Either Party may immediately terminate the Agreement by notice in writing to the other if:

- 10.4.1 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;
- 10.4.2 the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances; or
- 10.4.3 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.
- 10.5 I may terminate this Agreement:
- 10.5.1 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
- 10.5.2 the Agency ceases to carry on its business or substantially the whole of its business.
- 10.6 Any rights to terminate the Agreement will 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.
- 10.7 Once the Agreement expires or is terminated, the Agency will be entitled to continue to publicize and make use of any material that was produced at all Bookings before the Agreement expired or was terminated.
- 10.8 The Agency may terminate the Agreement immediately by notice in writing if at any time I carry out a Talent Assignment for a third party that was introduced through the Agency and therefore in breach of this Agreement.
- 10.9 The Agency may give Me written notice if it requires Me to update My Professional Information and if I do not update My Professional Information within the time stated within that notice, the Agency can then immediately terminate this Agreement by notice in writing. The Agency may also terminate this Agreement by notice in an email if I do not get any professional engagements, am unavailable or refuse to take any offered professional engagements for a consecutive period of 6 months.
11. Force Majeure
Neither Party will 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 acknowledge that I am not entitled to assign My rights or obligations or delegate My duties under this Agreement without the prior written consent of the Agency.
13. Third Party Rights
Nothing in this Agreement is intended to or confers any rights on a third party unless expressly agreed otherwise.
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 will be severed and the remainder of the provision and this Agreement will 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 of this Agreement will 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, personal service or by post to the address of the other Party as such Party may from time to time have communicated to the other in writing, and if sent by email will unless the contrary is proved be deemed to be received on the day it was sent, if given by letter will be deemed to have been served at the time at which the letter was delivered personally or if sent by post will be deemed to have been delivered in the ordinary course of post.
17. Entire Agreement
The parties agree that the terms of this Agreement constitute the full agreement between them from the date it is signed, and that this agreement overrides and terminates all previous agreements between them.
- In addition, the parties agree that this Agreement will cover any and all matters that arise between them from the date that they sign this Agreement, whether such matters arise from conduct or actions that took place before or after the date of this Agreement.
18. Governing Law
This Agreement will be governed by and construed in accordance with the laws in force in the Emirate of Dubai and the Parties to this Agreement submit to the non-exclusive jurisdiction of the courts of Dubai.
19. Miscellaneous
Nothing in this Agreement will be construed as constituting a partnership or a joint venture between Me and the Agency.
20. Parental Consent
If I am agreeing on behalf of a child under 18 years of age I confirm that I possess legal parental or guardian consent and am fully able and competent to enter into this agreement.