



# FASHION & MODELING MANAGEMENT AGREEMENT

**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. If necessary, consult a licensed Attorney. ONCE AGAIN, MAKE SURE YOU UNDERSTAND THE TERMS TO THIS AGREEMENT.**

## FASHION & MODELING MANAGEMENT AGREEMENT

Dated this

### PARTIES

- (1) **I.E.M.G.** - Independent Entertainment Management Group, and **MoPhe'** – Model Phenom Fashion & Modeling Services (the “Company”) and
- (2) the **Client/ Member** (the legally printed and signed name of person(s) and/ or entity to whom this contract is written for).

### 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/ Member less any expenses invoiced on behalf of the Company or the Model.

“**Chargeable Costs**” means those cost items which the Client/ Member shall be responsible for paying as set out Schedule 1 below (when applicable; these apply to work gained by the Client/ Member after the three (3) month **MoPhe'** Fashion & Modeling training/ education course has been completed and solely based upon the contract of the hiring agency).

“**Client(s)/ Member(s)**” means Person(s), or Entity(ies) seeking the services of the Company.



**“Commercial Activities”** means all commercial matters relating to the Client/ Member 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.

**“Company”** means **I.E.M.G.** - Independent Entertainment Management Group and/ or its subsidiary companies – Model Phenom (**MoPhe'**) and SOI Music Studio & Productions (**SOIMS&P**)

**“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 Client/ Member 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. This typically applies to Client/ Member after completion of the **MoPhe'** three (3) month Fashion & Modeling training/ education course.

**Client/ Member Fee** means \$x.xx% of the Agreed Fee except for equity contract television commercials when Client/ Member Fee means \$x.xx% of the Agreed Fee.

**“Model Endorsement”** means the Client/ Member 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 Client/ Member and any registered or unregistered trademarks associated therein.

**“Agent”** means the individual(s) responsible for the overall management of a Client/ Member 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.

**“PAYE”** means “Pay As You Earn”, a systematic method of paying income tax and national insurance contributions. The employer deducts tax and national insurance contributions from your wages or occupational pension before paying you your wages or pension. Wages includes sick pay, maternity or paternity ay and adoption pay.

**“Parties”** means the individual(s) or entity(ies) 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 United States.

**“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 Client/ Member as part of any **Commercial Activity**.

1.2 Unless the context otherwise requires:

1.2.1 references to the Company and the Client/ Member include their permitted successors and assigns

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

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 Client/ Member hereby engages the Company with immediate effect as the Client's/ Member'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 Client/ Member represents and warrants that:

2.3.1 the Client/ Member has not appointed any third party to carry out any Commercial Activities on his/her behalf and nor will the Client/ Member do so at any time during the Term

2.3.2 any third party who approaches the Client/ Member to represent the Client/ Member will be made aware of the terms of this Agreement and immediately referred to the Company

2.3.3 the Client/ Member 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 Client/ Member

2.3.4 in the event any third party approaches the Client/ Member directly regarding a Commercial Opportunity, the Client/ Member shall immediately refer such third party to the Company and the Company shall negotiate and discuss any Commercial Opportunity on behalf of the Client/ Member in accordance with clause 3 below.

## **3. Company's Obligations** (upon completion of the three (3) month **MoPhe'** Fashion & Modeling training/ education course)

3.1 In consideration of the mutual obligations and conditions contained in this Agreement, the Company agrees to act as the Client's/ Member'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 modeling 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 Client's/ Member's talents in the Entertainment Industry
  - 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 Client/ Member in all formats of the professional modeling, entertainment, media and advertising industries;
  - 3.1.1.6 make-up, hair, physical appearance, clothing, professional behavior; and/or
  - 3.1.1.7 general practices in the professional modeling industry by means of presentations in print and/or electronically by means of composites, portfolios or other means
- 3.1.2 procuring, developing, negotiating, finalizing, organizing and administering income-producing opportunities in the following areas:
- 3.1.2.1 modeling
  - 3.1.2.2 merchandising, licensing, and endorsement (including any/ all licensing, merchandising, and endorsement opportunities directly related to or in connection with the Client/ Member)
  - 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 Client's/ Member's clients and customers
  - 3.1.2.6 collecting income, revenue and fees on behalf of the Client/ Member in accordance with Clause 6 of this Agreement
  - 3.1.2.7 advancing sums of money to the Client/ Member in accordance with Clause 7 of this Agreement
  - 3.1.2.8 evaluating and advising upon requests for the use of the Client's/ Member's name, photograph, likeness or other intended references to the Client/ Member
  - 3.1.2.9 directing the Client/ Member to management agencies and/ or companies as appropriate in territories where the Company does not currently maintain an appropriate presence
  - 3.1.2.10 arranging the Client's/ Member's schedule
  - 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 Client/ Member.



- 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 Client/

Member acknowledges and accepts any costs/ expenses which are considered Chargeable Costs. These items shall be re-charged to and payable by the Model. The Company shall be entitled to

deduct and/or offset any such costs and expenses through the Client/ Member Fee. No Chargeable Costs will be incurred without the consent of the Client/ Member.

#### **4. Client's/ Member's Obligations**

- 4.1 In consideration of the mutual obligations and conditions contained in this Agreement, the Client/ Member agrees to:

4.1.1 immediately advise the Company of all matters concerning the Client's/ Member's endeavors 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 Client's/ Member'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 authorize the Company to distribute the Client's/ Member's data which shall include without limitation, the Client's/ Member'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 authorize the Company to publish via the Company's website, the Client's/ Member's name, image and likeness for the Client's/ Member's promotion

4.1.6 keep the Company updated with the Client's/ Member's current contact details (including without limitation mobile phone number), identification papers (including without limitation a copy of the Client's/ Member's current passport) address and bank account details

4.1.7 inform the Company immediately in writing of any dates on which the Client/ Member shall not be available for work, or of any clients/ agencies for whom the Client/ Member does not wish to work for

4.1.8 carry out all the Client's/ Member'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 Client's/ Member'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 Client/ Member including the Client's/ Member's face, body dimensions, tone, weight, hairstyle and hair color
- 4.1.11 adhere to the Code of Conduct of general accepted standards of professional behavior so as not to bring a negative impact upon the reputation or business of the Company and/ or any Client
- 4.2 The Client/ Member warrants and represents that the Client/ Member is not a party to any other agreement regarding the Client's/ Member's professional representation or management which infringes or could otherwise reasonably be expected to conflict with the terms of this agreement
- 4.3 The Client/ Member 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 Client/ Member
- 4.4 The Client/ Member acknowledges, accepts and agrees that it is essential for the protection and enhancement of the Company's and Client's/ Member's goodwill and reputation that the Client/ Member is professional, reliable and does not cancel and/or fail to attend any Commercial Activity that the Company arranges for the Client/ Member to perform. In the event that the Client/ Member cancels and/or fails to attend any Commercial Activity other than through 'Greater Force', or for valid medical reasons on provision of a doctor's certificate, that the Client/ Member is or was to provide to any Client, the Client/ Member agrees that the Client/ Member 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 Client/ Member 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 Client's/ Member's cancellation of and/or failure to attend any Commercial Activity that the Company arranged the Model to perform
- 4.4.2 the Client's/ Member's failure to perform any services to the standard expected of a professional model
- 4.4.3 any performance or behavior which is not in accordance with Good Industry Practice.
- 4.5 The Client/ Member warrants and represents that he/she is duly entitled to lawfully work and carry out Commercial Activities in the United States, and that the Client/ Member has obtained all necessary work permits, consents and licenses to undertake Commercial Activities in the Territory
- 4.6 The Client/ Member 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 Client/ Member 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 Client/ Member to meet any liabilities as aforesaid
- 4.7 The Client/ Member 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 Client/ Member shall supply his/her VAT number and VAT shall be added to all invoices which are issued on the Client's/ Member's behalf



- 4.8 In the event that the Client/ Member is non-EC and/ or non-resident and does not pay taxes in the U.S., he/she is aware of the Foreign Entertainers Tax which is applied to any invoices or transactions of work that the Client/ Member might undertake in the U.S. The agency has the Client's/ Member's full authority to deduct this tax from earnings and pay it to the proper Revenue Service Agency
- 4.9 The Client/ Member 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 Client's/ Member's obligations under this Agreement which shall constitute lawful, valid and binding obligations in accordance with their terms
- 4.9.2 the Client's/ Member's performance of this Agreement shall not breach any other agreement or obligation (including any law, regulation, license 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 Client/ Member is, or the Client's/ Member's representative are, involved
- 4.10 Clients/ Members registering for the three (3) month Fashion & Modeling course understand and agree to the course fee of \$1799.00. These fees cover costs of preparing the Client/ Member for work upon completion of the three (3) month **MoPhe'** Fashion & Modeling course. Course fee payment can be satisfied using one of two options – Client/ Member pays out-of-pocket (check, credit/ debit card, Money Order, PayPal) or Client/ Member may “opt-in” the Comprehensive Crowdfunding Campaign (Company will create a Crowdfunding Campaign for Client/ Member to be used solely for the purpose of satisfying course fee payments; Client/ Member is responsible for sharing their assigned Campaign link information to garner support). Fee details are as follows:

Administrative (processing)	\$75
Training (Runway, Acting, Etiquette, etc.)	\$311
Education (History, Business, Health, etc.)	\$311
Photo and Video Package	\$868
Social Media Package	\$60
MoPhe' Marketing/ Promo Package	\$174
Total	\$1799.00

## 5. Foreign Agencies

- 5.1 Notwithstanding the terms of Clause 2, the Client/ Member 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 Client/ Member within a specific territory where the Company deems this appropriate for the purpose of furthering the Client's/ Member's career and/or reputation
- 5.1.2 the terms of this Agreement will apply to and bind the Client/ Member 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 Client/ Member will not allow any agency or third party to represent the Client/ Member other than the Company and a Foreign Agency (if any has been appointed by the Company)





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 Client/ Member authorizes 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 Client's/ Member'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 Client/ Member represents and warrants that:

6.3.1 the Client/ Member waives the right under regulation 25 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003, (i.e. that the Client's/ Member's right to receive the Client/ Member Fee that the Company receives on the Model's behalf shall be paid to the Client/ Member 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 Client/ Member Fee in the Company's client account for payment to the Client/ Member at the end of the relevant week in which the Company receives such monies

6.3.2 the Company is authorized by the Client/ Member to deduct and/or set-off any expenses paid on the Client's/ Member's behalf, from Client/ Member 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 Client/ Member into the bank account notified in writing to the Company by the Client/ Member on a weekly basis

6.3.4 in the event the Client/ Member is paid directly by the Client (which will require the Company's prior written consent), the Client/ Member must immediately reimburse the Company the Agreed Fee

6.3.5 the Company shall use reasonable endeavors to collect amounts due to the Client/ Member from Clients but the risk of collection of such amounts shall be borne by the Client/ Member pro-rata to the model's share of the earnings

6.4 The Client/ Member acknowledges, accepts and agrees that, unless the Company determines otherwise in its absolute discretion, he/she shall not be entitled to retain any Client/ Member Fees until the Client/ Member has repaid to the Company any or all amounts owed to the Company, including without limitation any Advance

6.5 All payments of Client/ Member Fees or other amounts owed to the Client/ Member shall be paid in pounds sterling and shall not be grossed up for tax including without limitation withholding tax. The Client/ Member 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 Client's/ Member's expenses and any expenses paid by the Company on behalf of the Client/ Member shall be deducted from the Client/ Member Fee
- 7.2 The Company is under no obligation to provide an Advance to the Client/ Member. Nevertheless, the Client/ Member may request an Advance and the Company may make an Advance to the Client/ Member in its absolute discretion. As a rule, a maximum of only 50% of, credit checked, U.S. client debts will be advanced. Foreign clients, buy-outs, or clients of other agencies 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 Client/ Member unless otherwise agreed in writing between the Parties. The Client/ Member 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 Client/ Member shall not be entitled to terminate this Agreement

- 7.3 An Advance to the Client/ Member against an account receivable constitutes a debt that the Client/ Member owes to the Company. The Client/ Member 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 Client/ Member shall pay \$x.xx%, (\$x.xx% for equity contract television commercials), or the relevant sums shall be deducted from the Client/ Member 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 Client's/ Member's Gross Income is insufficient to cover an Advance made to the Client/ Member, the Client/ Member acknowledges and agrees that it is the Client's/ Member's responsibility to repay the Company the total amount of any sum of the Advance that may be outstanding
- 7.6 If the Client/ Member 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 Client's/ Member's Image**

During the Term of Contract, the Client/ Member grants to the Company (case-by-case basis only; no obligation) the license and right to:

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



## **9. Power of Attorney**

The Client/ Member irrevocably authorizes 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 Client/ Member all agreements and documents and instruments providing for the Client's/ Member's services to the Clients in relation to any Commercial Activities
- 9.2 approving and permitting the use of the Client's/ Member's Endorsement for the purpose of advertising and publicity or any Commercial Activity
- 9.3 collecting and receiving sums payable to the Client/ Member, endorsing the Client's/ Member's name and depositing in to the Company's account all sums payable to the Client/ Member, 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 Client/ Member or belong to the Client/ Member
- 9.5 to sign releases and similar instruments on the Client's/ Member's behalf
- 9.6 to undertake and perform any other activities on the Client's/ Member'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 Client/ Member 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 Client/ Member, if at any time during the Term:

10.2.1 the Client's/ Member's repeated and continued failure to maintain the Client's/ Member's appearance including the Client's/ Member's face, skin, body dimensions, tone, weight, hair style and hair color is detrimental to the Company's ability to perform the Services and the Client's/ Member's ability to perform the Commercial Activity

10.2.2 the Client's/ Member'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 Client's/ Member's ability to perform the Commercial Activity

10.2.3 the Client's/ Member's failure to remain available for modelling assignments is detrimental to the Company's ability to perform the Services and the Client's/ Member's ability to perform the Commercial Activity

10.2.4 the Client/ Member cancels or fails to attend any Commercial Activity



10.2.5 there is unsatisfactory feedback from Clients or photographers to either the Client's/ Member's personal appearance or portfolio

10.2.6 any misconduct on the Client's/ Member's part which adversely affects the Company's and/or Client's professional image or reputation in the modelling industry

10.2.7 the Client/ Member is convicted of **ANY** criminal offense

10.2.8 the Client/ Member fails to repay any Advance and/or other amount owed to the Company in accordance with Clause 7

10.2.9 the Client/ Member is made bankrupt or makes a composition or arrangement with the Client's/ Member's creditors;

10.2.10 the Client/ Member conducts himself/ herself publicly in a manner that offends against decency or morality or causes the Client/ Member to be held in public ridicule, scorn or contempt or is involved in a public scandal

10.2.11 the Client/ Member uses, deals in or aids and abets any other person to use or deal in any illegal drug or other substance

10.2.12 the Client's/ Member'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

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 Client's/ Member's reputation

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 Client/ Member 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 Client/ Member, including without limitation the provisions of Clause 7. In this regard the Client/ Member acknowledges accepts and agrees that the Company shall be entitled to request a written confirmation from the Client/ Member and/or any third party who wishes to represent the Client/ Member 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 Client/ Member 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 Client/ Member will 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

Client's/ Member's behalf and manage the negotiation and finalizing 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

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 Client/ Member. 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 Client/ Member shall:

12.3.1 immediately refrain from any action that would or may indicate any relationship between the Client/ Member 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 represent the Client/ Member 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 Client/ Member 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 Client/ Member shall be responsible for:

13.2.1 the Client's/ Member'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 Client's/ Member'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

13.2.3 all National Insurance liabilities arising in connection with the Client's/ Member'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 Client/ Member 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 Client/ Member 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 Client/ Member 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 Client/ Member to perform his/her obligations strictly in accordance with the terms of this Agreement;

13.3.3 that the Client/ Member 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 authorized to bind the Company in any manner whatsoever;

13.3.4 that the Company is not the Client's/ Member'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

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 Client's/ Member's duty to register with HM Customs & Excise for Value Added Tax if the Client's/ Member's annual turnover exceeds the minimum annual turnover registration threshold for the time being and the Client/ Member shall provide the Company



with the Client's/ Member's VAT number and VAT shall be added to all invoices issued by the Company on the Client's/ Member'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 Client/ Member.

#### **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

- 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. Greater Force**

15.1 For the purposes of this Clause "**Greater Force**" (in relation to either Party) means 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 defense requirements, acts or regulations of national or local governments

15.1.7 inability to obtain essential fuel, power, raw materials, labor, containers or transportation, accident, malfunction of machinery or apparatus, denial of export or import licenses.

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 Greater Force, the effects of which could not have been reasonably anticipated or prevented by that party.

15.3 A Party becoming aware of any Greater Force must promptly notify the other of the relevant facts and any likely delay or other effect, and both Parties shall use their best endeavors to mitigate the effects of the Greater Force.

## **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, reorganization, 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 United States law.

23.2 Subject to clause 23.3 below, the Parties to this Agreement irrevocably agree that the courts of the United States 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 United States.



## **24. Background Check**

### Background Check Policy and Procedure

#### **PURPOSE**

Take steps that contribute to **I.E.M.G.** - Independent Entertainment Management Group and its subsidiary companies – Model Phenom (**MoPhe'**) and SOI Music Studio & Productions (**SOIMS&P**) - being a safe and inclusive environment for Clients/ Members, staff, and visitors.

#### **POLICY STATEMENT**

**I.E.M.G.** - Independent Entertainment Management Group is authorized to request a Background Check upon any offers of Employment, Membership, Sponsorship, or contact with any other person(s) and/ or agency(ies) identified as doing business with **I.E.M.G.** and/ or its subsidiary companies (**MoPhe'** and **SOIMS&P**), Clients/ Members, staff, and visitors. Conducting business with **I.E.M.G.**, its subsidiary companies **MoPhe'** and **SOIMS&P**, Clients/ Members, staff, and visitors will be contingent on successfully passing a background check. Background checks will be conducted using a contracted Third Party and/or appropriate Law Enforcement Agency(ies).

#### **CONFIDENTIALITY**

Information secured for the purpose of extending, maintaining, or retracting an offer of Employment, Membership, Sponsorship will be confidentially maintained by **I.E.M.G.** - Independent Entertainment Management Group. For the purpose of making decisions, report contents or portions of the content may be shared with appropriate individuals who have a legitimate business need to know as determined by **I.E.M.G.** - Independent Entertainment Management Group.

#### **BACKGROUND CHECK SCOPE**

##### **All background checks will encompass:**

Criminal History Check  
Social Security Number Validation  
Sex & Violent Offender Registry Check

##### **Depending on the nature of the work being performed, additional components could include:**

Pre-employment Physical (Facilities)  
Finger print registration and trace through the Bureau of Criminal Apprehension (BCA) will be conducted on any individual being given access to resident halls.  
Motor Vehicle Record

#### **GENERAL PROVISIONS**

Completion of the background check authorization and disclosure form is solely at the discretion of **I.E.M.G.** - Independent Entertainment Management Group. Candidates who decline to undergo a background check will be disqualified from doing business with **I.E.M.G.** - Independent Entertainment Management Group, its subsidiary companies **MoPhe'** and **SOIMS&P**, Clients/ Members, staff, and visitors. **I.E.M.G.** - Independent Entertainment Management Group will not consider arrest information unless the arrest resulted in pending criminal charges. In such circumstances, the appropriate Authoritative Law Enforcement agency(ies) will be contacted to obtain further information in order to assess the relevancy to the position in question. **I.E.M.G.** - Independent Entertainment Management Group



will consider convictions disclosed by the applicant or revealed via the process to determine if a business transaction or relationship should be extended, maintained, or withdrawn. The presence of a conviction does not automatically preclude an individual(s) and/ or entity(ies) from doing business with **I.E.M.G.** - Independent Entertainment Management Group, its subsidiary companies **MoPhe'** and **SOIMS&P**, Clients/ Members, staff, and visitors.

All job offers where some form of background checking is required must state that employment with **I.E.M.G.** - Independent Entertainment Management Group, its subsidiary companies **MoPhe'** and **SOIMS&P**, Clients/ Members, staff, and visitors is contingent upon a successful background check. **I.E.M.G.** - Independent Entertainment Management Group reserves the right to rescind the offer if the nature of or facts related to a conviction and/or the number or frequency of the convictions is inconsistent regarding official and/ or personal business or employment with any organization(s), agency(ies) or person(s) outside the business operations of **I.E.M.G.** - Independent Entertainment Management Group, its subsidiary companies **MoPhe'** and **SOIMS&P**, Clients/ Members, staff, and visitors.

Prospective Clients/ Members, staff, entity(ies), and visitors have the following rights:

- To know what the background check report says
- To obtain a copy of the report
- To challenge the accuracy and completeness of the information in the report
- To know if the reason for disqualified is a result of the background check.

#### APPLICANT DUTY TO DISCLOSE

With the exception of minor traffic violations (unless the business transaction(s) require a motor vehicle record check), an applicant will be automatically disqualified from further consideration if they fail to accurately and fully complete the Background Check Authorization Form. Applicants eliminated due to a failure to disclose will not be eligible for reconsideration for a minimum of three years.

#### RELEVANCY OF CONVICTIONS

A conviction will not automatically preclude Clients/ Members, staff, and visitors, and/ or other entity(ies) from business considerations. **I.E.M.G.** - Independent Entertainment Management Group will consider various factors in evaluating whether a conviction disclosed by an applicant warrants revoking a conditional offer of doing business:

Nature and frequency of the offense(s), Time since conviction, Completion of sentence or any other remediation, and Relevancy to the business for which the candidate is being considered. However, as **I.E.M.G.** - Independent Entertainment Management Group is committed to providing a safe learning and working environment for its Clients/ Members, staff, and visitors, the following convictions will typically result in the withdrawal of any conditional offer of business in the absence of exceptional facts that support special consideration for business.

- Homicide
- Manslaughter
- Criminal vehicular murder and injury
- Assault
- Kidnapping
- Criminal sexual conduct
- Simple and/or aggravated robbery
- False imprisonment



Theft and/or burglary  
Terroristic threats  
Arson  
Violation of a harassment and/or stalking statute

#### PROCEDURE

Applicant fills out the Background Check Consent Form immediately to receiving a contingent business offer. **I.E.M.G.** - Independent Entertainment Management Group will determine if a fingerprint background check is needed per Washington State Background Check Act (RCW 43.43.830 and 43.43.832). Background checks must be completed as a condition of doing business with **I.E.M.G.** - Independent Entertainment Management Group prior to any engagement to conduct identified official business. **I.E.M.G.** - Independent Entertainment Management Group may request additional information from the candidate(s) in order to run the background check. **I.E.M.G.** - Independent Entertainment Management Group is notified if the result of the background check is not satisfactory.

**I.E.M.G.** - Independent Entertainment Management Group, with appropriate consultation from the appropriate legal representation, will determine if the offer needs to be rescinded in cases where the results of the background check are not satisfactory. A member of **I.E.M.G.** - Independent Entertainment Management Group contacts the prospective candidate(s) if the offer is rescinded due to a failed background check. Notification is followed up with a formal letter to the candidate(s). **I.E.M.G.** - Independent Entertainment Management Group keeps the result of the background check in a confidential file.



**This Deed of Agreement has been entered into on the posted date of signing.**

SIGNED as a DEED by

**Independent Entertainment Management Group (I.E.M.G.) and MoPhe' Fashion & Modeling Services**

MoPhe' Client/ Member Relations Director

Signature: .....

Name: .....

in the presence of:

Witness Name: .....

Witness Signature: .....

SIGNED as a DEED by

[Select and type model's name] the Client/ Member

Signature: .....

Name: .....

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

Signature: .....

Name: .....

Relationship with Client/ Member: .....

(Parent/Guardian)



## **Schedule 1**

Items that will be recharged to Client/ Member (when applicable), unless incurred on a client's behalf and agreed as chargeable to that client, but only with the Client's/ Member's consent

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