

CLIENT TERMS & CONDITIONS

As Department of Employment regulations require, IN HOUSE MODELS LTD booking form contains the booking terms. You abide by the terms and conditions below when booking through IN HOUSE MODELS LTD.

This contract is made between: IN HOUSE MODELS LTD (“the Agency”); and (“the Client”) Within these terms and conditions, “the Sub-Contractor” is in reference to any model provided by the Agent, the name of which shall be specified in the corresponding booking confirmation contact issued for each specific assignment.

CASTINGS

A Subcontractor's attendance at a casting is free of charge provided waiting time is no longer than 20 minutes, only three garments or less are modelled (not to include underwear), and no more than one still image of the Sub-Contractor is taken (in which the Sub-Contractor shall be clothed). Measurements of the Sub-Contractor may be taken at the casting. If the casting is for underwear, that must be specified in advance, and details of what the casting will involve must be agreed upon in advance. Suppose there is any breach of these conditions. In that case, payment will be made for the casting at the Sub-contractors usual hourly rate based on a booking for two hours or the amount of time spent (whichever is the longer) (any part hour will count as a full hour) and in any event at a rate of no less than the Sub-contractor's standard hourly rate.

BOOKING FEES

Permitted use: Generally, booking fees cover the right to use the Sub-Contractor for fittings, technical consultancy, supplier set-ups and other relevant work.

- a) **Daily/Hourly rate.** Standard hourly rates are charged from Monday to Friday between 9.00 and 17.00 or 10.00 and 18.00, excluding bank and public holidays. Booking fees are charged hourly; day rates are offered on negotiation.
- b) **Overtime** - Over-time rates apply at any time over any 8 hours, including any time outside 09.00 and 17.00 or 10.00 and 18.00 Monday to Friday All bookings lasting longer than 8 hours overtime rates will be charged as follows: Work on Saturdays between 09:00 and 24:00 and between 18:00 hours and 24:00 hours on Mondays to Fridays (excluding bank and public holidays) is charged to the client at one and a half times the standard hourly rate. A special rate is negotiated for night work between 2400 and 0900 hours. Work on Sundays and bank and public holidays is charged to the client at double the standard hourly rate.
- c) **Travel** - Any time spent travelling to or from a client's venue will be charged at half the hourly rate outside the tube zones.
- d) **Sub-Contractors** have a minimum booking fee of two hours, unless stated otherwise at the time of the booking

ADDITIONAL EXPENSES

All expenses incurred by the agency on the client's behalf will be charged to the client and will include an uplift of 12.5% of the total costs.

INVOICING AND INTEREST

Payment terms are 30 days, invoiced in arrears.

IN HOUSE MODELS LTD invoices all fees and other sums due to the person making the booking unless something different is agreed upon at the time of the booking. E.g., the person making the booking may be acting for another person who is the client (such as the designer, a manufacturer or owner of a product), and it may be agreed that IN HOUSE MODELS LTD will invoice the client for whom the booking is being made for; in which case the invoice will be addressed to that person as the client and in that event, the person making the booking and the client will each individually and together jointly be responsible for payment.

All sums payable under these terms and conditions are exclusive of VAT and any other similar or equivalent taxes or duties, which shall be payable in full without being set off by the client.

PROVISIONAL BOOKINGS

Provisional bookings will be automatically cancelled if the client does not confirm them within 24 hours of the proposed booking.

CARE AND SAFETY

- a) The clients shall ensure that the Sub-Contractor is treated with respect and professionalism and that the client takes all steps necessary to ensure that the Sub-contractor's safety, health and well-being are protected and maintained at all times whilst providing services to the client. Such measures shall include, without limitation:
- b) Ensuring that the venue for the provision of the services and the working conditions are safe and secure and allow the Sub-Contractor to provide the services in compliance with all health and safety standards, regulations, codes and laws;
- c) Allowing the Sub-Contractor to take suitable and regular rest periods to ensure the Sub-Contractor can maintain appropriate amounts of rest and refreshment whilst delivering the services;
- d) Providing adequate levels of insurance coverage to safeguard the health and safety and future earnings of the model whilst the model is delivering the services and travelling to and from the client's venue as if they were an employee of the client
- e) Ensuring that all of the people and organisations which the client engages in relation to the delivery of the services are suitably qualified, experienced and professional;
- f) Ensuring that no one imposes upon the Sub-Contractor any action or activity which is either dangerous, degrading, unprofessional or demeaning to the Sub-Contractor;
- g) Providing the Sub-Contractor with an appropriate changing and dressing area ensures that the Sub-Contractor can prepare for the services and maintain their privacy. Ensuring any photographs to be taken of the Sub-Contractor: are asked appropriately for the contractor's consent, and not to include their face due to personal data protection

CANCELLATIONS

Cancellation of a booking within 24 hours of the call time will be charged to the client in full. Any reduction of the Sub-Contractor's confirmed hours must also be given before 24 hours of their booking call time. Failure to Sub-Contractors' hours within this period will result in full hours being invoiced to the client. Bookings being cancelled by the client on a Monday must be given before 72hrs of their booking call time. Otherwise, the full booking fee will be charged.

CANCELLATION OF BOOKING BY THE AGENCY

Should the Agency want to cancel a booking, it shall use reasonable endeavours to provide the client with reasonable notice, offer the client a suitable replacement and substitute and take such other reasonable steps as reasonably practicable to mitigate against such cancellation. In any event, the Agency shall be entitled to cancel a booking at any time and for any reason before the booking date without liability to the client. The client will procure the necessary insurance cover to protect against such cancellation and any associated liability.

WARRANTIES

The client warrants and represents to the Agency that:

- I. it has the total capacity to enter into these terms and conditions and perform its obligations under these terms and conditions; the booking form is executed by a duly authorised representative of the client;
- II. it will take all steps necessary to ensure that the Sub-Contractor is protected and treated by all applicable laws and good industry practice.
- III. it has all necessary permits, licences and consents to enter into and to perform its obligations under these terms and conditions, and such obligations shall be conducted in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments;
- IV. it will promptly disclose to the Agency in writing all necessary information (including without limitation the location and requirements for any foreign travel) and details relating to the provision of the services to enable the Agency to ensure that the Sub-Contractor is suitably prepared and able to
- V. perform the services.

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NON-SOLICITATION

While IN HOUSE MODELS LTD represents a Sub-Contractor, the client will not, either personally or by any other route, make an agreement with the Sub-Contractor for any work as a Sub-Contractor or extra or any other work of a similar nature such as is booked by IN HOUSE MODELS LTD or for any other work other than through IN HOUSE MODELS LTD. Further, suppose a Sub-Contractor attended a job for the client in the 12 months before the end of the Sub-Contractor representation by IN-HOUSE MODELS LTD. In that case, the client will not be without the written agreement of IN HOUSE MODELS LTD (which may be declined) within six months after the end of the representation either personally or by any other route book the Sub-Contractor for any work or any other work of a similar nature such as is booked by IN HOUSE MODELS LTD.

LIABILITY AND INSURANCE

a) No party excludes or limits its liability under these terms and conditions for death or personal injury caused by its negligence, fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

b) Subject to section 10(a), both the Agency and the client limit their liability under these terms and conditions, whether such liability arises in the contract (including without limitation negligence) or otherwise so that the maximum liability of the Agency or the client for all claims under these terms and conditions shall be limited to and shall not in aggregate exceed the total amount of the fees paid or payable to the Agency; by the particular client bringing any such claim

c) The Agency shall not be liable for:

- I. loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
- II. product recall costs;
- III. damage to the client's reputation;
- IV. consequential, special or indirect loss or damage, even if the Agency has been advised of the possibility of such loss or damage.

d) The client confirms they have standard public liability insurance.

e) For the avoidance of doubt, and notwithstanding anything contained within these terms and conditions to the contrary, the client shall, without limiting its other rights or remedies, have the following rights if a Sub-Contractor fails to attend a booking for whatever reason:

- (i) suspend the payment of any fees, charges and expenses until the Agency appoints an alternative Sub-Contractor (such alternative Sub-Contractor to be appointed subject to the client's prior written approval) to attend the relevant booking; and
- (ii) where the client has paid in advance for services to have the appropriate sums refunded or credited by the Agency to the client.

COMPLAINTS AND DISCLAIMER

The Agency shall at all times be responsible for the actions of its Sub-Contractors while these Sub-Contractors are providing services to the client. Notwithstanding anything contrary contained within these terms and conditions, the Agency shall:

- (i) At all times, remain liable to the client for the performance of all duties and obligations performed by the Sub-Contractor; and
- (ii) Require any Sub-Contractor to be bound by all pertinent obligations corresponding to those placed on the Agency by these terms and conditions.

FORCE MAJEURE

The agencies shall not be liable to the client for any delay in performing or failure to perform any of its obligations under these terms and conditions which is due to any cause beyond its control and which is unknown to and cannot reasonably be anticipated by the Agency including without limitation fire, flood or catastrophe, acts of God, insurrection, workforce action, war or riots, (an "Event of Force Majeure"). The Agency's obligations under these terms and conditions shall be suspended for so long as the Event of Force Majeure continues and to the extent that it is so delayed.

INTERPRETATION OF TERMS AND CONDITIONS

a) For the relationship between the client and the Agency, the client acknowledges, accepts and agrees that the Agency is the supplier of services, which these terms and conditions shall strictly and exclusively govern. These terms and conditions apply to every offer, quotation, acceptance, purchase order, confirmation order, specification and contract for the sale and supply of services or goods (including services ancillary to it) by the Agency and supersede any other terms of the client and take precedence over and override and exclude any other words stipulated or incorporated or referred to by the client whether in the booking confirmation form or any negotiations and any course of dealing established between the Agency and the client. The client acknowledges that there are no representations, statements or promises made or given by or on behalf of the Agency outside these terms and conditions which have induced the client to enter into these terms and conditions (which expression shall include any contract of which these terms and conditions form part).

b) If there is any conflict between any of these terms and conditions and the booking confirmation form, then the terms and conditions shall prevail without detriment to the remaining unaffected terms of the booking confirmation form.

c) The booking confirmation forms part of these terms and conditions and shall have effect as if set out in full in the body of these terms and conditions. Any reference to these terms and conditions includes the booking confirmation form.

d) For these terms and conditions, the words "agreed" means agreed in writing in the booking confirmation form and signed by duly authorised representatives of both the Agency and the client.

GENERAL

a) If any of the terms, conditions or provisions of these terms and conditions or the booking confirmation are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition, or provision will to that extent, be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

b) Any termination of all or part of these terms and conditions shall not affect the coming into force or the continuance in force of any provision of these terms and conditions which is expressly or by implication intended to come into force or continue in force on or after such termination.

c) Except as otherwise expressly provided in these terms and conditions, all representations, warranties, undertakings, agreements, covenants, indemnities and obligations made or given or entered into by the client and the ultimate client under these terms and conditions are assumed by them jointly and severally.

d) Nothing in these terms and conditions shall render any party a partner or agent of the other. Except as expressly permitted by these terms and conditions, nothing shall allow a party to purport to undertake any obligation on behalf of the other, expose the other party to any liability, pledge, or pledge the other's credit.

e) No failure to exercise and no delay in exercising on the part of either party of any right, power or privileged under these terms and conditions shall operate as a waiver of it. Nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege. Nor shall the waiver of any breach of a provision be taken or held to be a waiver of the provision itself. For a waiver to be effective, it must be made in writing.

f) Except as and to the extent expressly otherwise specified in these terms and conditions, the rights and remedies contained in these terms and conditions are cumulative and are not exclusive of any rights or remedies provided by law or elsewhere in these terms and conditions.

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g) The parties agree to keep and to instruct its agents, employees, advisers and sub-contractors with knowledge hereof to keep these terms and conditions strictly private and confidential and not to disclose any details relating to the same, subject to disclosure in the following circumstances;

- I. To enable enforcement of the party's rights under these terms and conditions;
- II. with the prior written consent of the other party;
- III. as required by any applicable law.

h) These terms and conditions and the booking form constitute the entire agreement between the parties and supersede any previous agreement or arrangement relating to the subject matter of these terms and conditions.

i) No variation or amendment to these terms and conditions shall be valid and binding unless in writing and signed by an authorised representative of each party.

j) Except where these terms and conditions expressly provide otherwise, a person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act. The client acknowledges, accepts and agrees that the Agency has entered into these terms and conditions for the benefit of itself and the model. Accordingly, the model shall be entitled to enforce these terms and conditions as if they were a party to them.

k) The parties agree that these terms and conditions and their provisions will be governed by and construed by English law, and the parties hereby submit to the exclusive jurisdiction of the English Courts.

AGENCY FEES

a) To be agreed upon at the time of the booking. The agency charges a supplement of 15%-20% on all fees, including, without limitation, hourly, daily and overtime fees and all fees for the right to use and all fees negotiated for any other service supplied by the model. The agency will invoice both Agency fees and model fees. Unless agreed upon at the time of booking, the model disbursement is included between 80% and 70% and the agent's fee at 20%-30% of the total invoice.

b) All sums payable under these terms and conditions are exclusive of VAT and any other similar or equivalent taxes or duties, which shall be payable in full without being set off by the client.

c) All bookings apart from equity contract TV commercials: The Agency will invoice agency and model fees.

d) Equity contract TV commercials in the United Kingdom: The agency negotiates the model's fee from which an agency commission will be deducted from the invoice total.

e) Non-equity contract TV commercials worldwide: ^[1]_[SEP] The model disbursement and agency fees will be charged by ^[1]_[SEP] 21) and applies to all commercials shot for use outside the UK irrespective of where the price is paid. ^[1]_[SEP]

16. TERM

These terms and conditions shall come into force on 12/07/2022 (the "Commencement Date") and shall continue in full force and effect until the [first] anniversary of the Commencement Date, at which point it shall terminate automatically.

WARRANTIES

The Agency warrants to represent and undertake on an ongoing basis that:

- (a) It shall keep secret and confidential all confidential information belonging to the client disclosed or obtained as a result of the relationship of the parties under these terms and conditions and shall not use nor disclose that confidential information except for the proper performance of the services or with the prior written consent of

the client. Where disclosure is made to any Sub-Contractors, it shall be done subject to obligations equivalent to those set out in these terms and conditions. Each party shall use its best endeavours to procure that any personnel or Sub-Contractors to whom confidential information is disclosed complies with these obligations. Each party shall be responsible to the other party in respect of any disclosure or use of any confidential information by a person to whom disclosure is made;

- (b) it will comply with all requirements of the Data Protection Act 2018 (as amended from time to time), the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (as amended from time to time), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws relating to the processing of personal data and privacy (including any legislation amending or replacing the same) if and to the extent applicable; and
- (c) that it has never committed an offence under sections 1, 2, 6 or 7 of the Bribery Act 2010 (a "Bribery Offence") or engaged in any conduct, whether by act or omission, which if it had been made or carried out after the Bribery Act 2010 came into force, would have constituted a Bribery Offence. The Agency agrees that in respect of all matters connected with or arising out of the services and these terms and conditions, it shall comply at all times with the client's Anti-Bribery and Corruption Policy;
- (d) it shall comply with all applicable laws, regulations, regulatory requirements, codes of practice, judgments and orders of any court of record and guidance in force from time to time governing the supply of the services ("Applicable Laws") and shall ensure that the services are provided in accordance with all Applicable Laws (including in relation to health and safety, humans rights, privacy and the Modern Slavery Act 2015.

INDEMNITIES

Notwithstanding anything to the contrary contained within these terms and conditions, and in addition to any other remedy available to the client, including other indemnities contained in these terms and conditions, the Agency hereby indemnifies the client, each client affiliate and their respective sub-contractors on demand against any losses, damages, liabilities, actions, awards, judgments, settlements, claims, demands, costs and expenses, including interest, fines, penalties, loss or corruption of data, management time and legal and other professional fees and expenses, incurred or suffered by the client, each client affiliate and their respective sub-contractors arising out of, or in connection with:

- (a) Clause 17(a) (confidentiality);
- (b) Clause 17(b) (data protection);
- (c) Clause 17(c) (gifts/bribery);
- (d) Clause 17(d) (applicable laws and Modern Slavery);
- (e) Any damage to, destruction or loss of any client premises and any physical property (including but not limited to premises, fixtures and fittings, equipment and stock) of the client or any client affiliate;
- (f) Any liability sustained by the client and the client's affiliates under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Nothing in these terms and conditions shall exclude or limit the Agency's liability.

FASHION SHOWS SHOWROOM, PRESENTATION & E-COM

Bookings noted above provide the client with the right to make use of a model's services on the catwalk for the specified show and the right to allow photographers to be present to take photographs and videos of the show on the basis that all such material (or reproductions etc. as set out in section USAGE below) is exploited for reporting purposes only. The client is responsible for ensuring that all photographers present are aware of this condition, and the client will procure that they abide by these conditions. If any other usage is required, it must be negotiated and agreed upon with the Agency at the time of the booking.

USAGE

Additional fees are payable for the right to use the Subcontractors image or reproductions, adaptations of, or drawings derived from that image, or any other representation of it, either complete or in part, whether alone or in

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conjunction with any wording or other images, photographs, drawings or anticipated purposes other than the initial permitted use, details of which will be set out in the booking confirmation form, e.g. packs, posters, showcard's, record covers, swing tickets etc. Unless otherwise agreed, the additional fees cover the right to use one image for one year from the date of booking, in the United Kingdom only, for the permitted use, uses, or purposes agreed between the Agency and the client. Under no circumstances will each additional usage fee be less than the Sub-contractor's advertising day rate as determined by the Agency unless specified otherwise by the Agency in its absolute discretion.

A large, light grey watermark of the 'IHM' logo is centered on the page. The letters are in a bold, serif font. Below the letters, the words 'IN HOUSE MODELS' are written in a smaller, all-caps, sans-serif font, spaced out to align with the letters above.