

# Models SM

## Contract between Modeling Agency and Client/Company

Agreement between Models SM (“Agency”), and

(“Client”)

Address of Client:

### 1. Appointment

Client appoints Agency as Client’s [exclusive] modeling agency in connection with the modeling services of Client described in Schedule 1, attached hereto, for a term (“Term”) as hereinafter provided.

### 2. Scope of Advertising Services

Agency will provide Client with the modeling services provided in Schedule 2, attached hereto. Should Client request Agency to perform additional services beyond what is provided in Schedule 2, Agency and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

### 3. Ownership

All campaigns, drawings, photographs, videos, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the “Work Product”) produced by Agency are the property of the Client provided: (1) such Work Product is accepted in writing by the Client within twelve (12) months of being proposed by Agency; and (2) Client pays all fees and costs associated with creating and, where applicable, producing such Work Product. Work Product that does not meet the two foregoing conditions shall remain Agency’s property.

Notwithstanding the foregoing, it is understood that Agency may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, Client agrees that it remains bound by the terms of such licenses. Agency will keep Client informed of any such limitations.

### 4. Term

The term of this Agreement shall commence on the date provided in Schedule 1 (“Commencement Date”) and shall continue until terminated by either party upon ninety (90) days’ prior written notice (“Notice Period”), provided that this Agreement may not be terminated effective prior to the expiration of twelve (12) months from the Commencement Date. Notice shall be deemed given on the day it is served via registered mail. During the Notice Period, Agency’s rights, duties, and responsibilities shall continue.

Upon termination, Agency will transfer and/or assign to Client: (1) all Work Product in Agency’s possession or control belonging to Client, subject, however, to any rights of third parties; and

(2) all contracts with third parties, including advertising media or others, upon being duly released by Client and any such third party from any further obligations. Client recognizes that Agency is a signatory to certain union agreements covering talent used in broadcast materials, which generally cannot be assigned except to signatories to such collective bargaining agreements governing the services rendered by such talent.

#### 5. Compensation and Billing Procedure

Agency will be compensated and Client will be billed as provided in Schedule 3, attached hereto.

#### 6. Confidentiality and Safeguard of Property

Client and Agency respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, clients, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. Agency and Client will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither Agency nor Client will be responsible for any loss or damage.

#### 7. Indemnities

Agency agrees to indemnify and hold Client harmless with respect to any claims or actions by third parties against Client based upon material prepared by Agency, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright, except where any such claim or action arises out of material supplied by Client to Agency.

Client agrees to indemnify and hold Agency harmless with respect to any claims or actions by third parties against Agency based upon materials furnished by Client or where material created by Agency is substantially changed by Client. Information or data obtained by Agency from Client to substantiate claims made in advertising shall be deemed to be "materials furnished by Client." Client further agrees to indemnify and hold Agency harmless with respect to any death or personal injury claims or actions arising from the use of Client's products or services.

#### 8. Commitments to Third Parties

All purchases of media, production costs, and engagement of talent will be subject to Client's prior approval. Client reserves the right to cancel any such authorization, whereupon Agency will take all appropriate steps to effect such cancellation, provided that Client will hold Agency harmless with respect to any costs incurred by Agency as a result.

If at any time Agency obtains a discount or rebate from any supplier in connection with Agency's rendition of services to Client, Agency will credit Client or remit to Client such discount or rebate.

For all media purchased by Agency on Client's behalf, Client agrees that Agency shall be held solely liable for payments only to the extent proceeds have cleared from Client to Agency for such media purchase; otherwise, Client agrees to be solely liable to media ("Sequential Liability"). Agency will use its best efforts to obtain agreement by media to Sequential Liability.

9. Amendments

Any amendments to this Agreement must be in writing and signed by Agency and Client.

10. Notices

Any notice shall be deemed given on the day of mailing or, if notice is by telegram, e-mail, or fax, on the next day following the day notice is deposited with the telegraph company for transmission, or e-mailed or faxed.

11. Governing Law

This Agreement shall be interpreted in accordance with the laws of State of Delhi (India) without regard to its principles of conflicts of laws. Jurisdiction and venue shall be solely within the State of Delhi (India).

IN WITNESS WHEREOF, Agency and Client have executed this Agreement.

[AGENCY]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[CLIENT]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule 1: Products/Services Assigned to Agency**

## **Schedule 2: Commencement Date and Scope of Services**

- I. Commencement Date:
- II. Scope of Services

### **Schedule 3: Compensation and Billing Procedures**

#### **I. Compensation**

- A. Client will pay a fee of \_\_\_\_\_ in consideration of the modeling services provided by Agency. Such fee shall be deemed a nonrefundable advance against commissions to be received by Agency as follows:
- (1) On all media purchased by Agency, Agency shall bill Client at the negotiated rates, as may be applicable.
  - (2) With respect to the engagement of talent, Agency shall bill Client the authorized engagement rate, plus any taxes, insurance, pension and health fund contributions, commission, etc. applicable thereto.
  - (3) On broadcast production, and any and all art and mechanical expenses incurred by Agency pursuant to Client's authorization, Agency shall invoice Client the amount plus commission.
  - (4) Advances against commissions will be reconciled against commissions actually received on a (monthly, quarter-annual, or other) basis. Agency will issue the appropriate credit or debit invoices.
- B. Client agrees to reimburse Agency for such cash outlays as Agency may incur, such as forwarding and mailing, telephoning, telegraphing, and travel, in connection with services rendered in relation to Client's account.

#### **II. Billing and Payment Procedures**

- A. Agency will invoice Client for all media and third-party costs sufficiently in advance of the due date to permit payment by Client to Agency in order to take advantage of all available cash discounts or rebates.
- B. The cost of production materials and services shall be billed by Agency upon completion of the production job, or upon receipt of supplier invoice prior thereto.
- C. On all outside purchases other than for media, Agency will attach to the invoice proof of billed charges from suppliers.
- D. All invoices shall be rendered on or about the first day of each month and will be payable the tenth day of the month.
- E. Invoices shall be submitted in an itemized format. Interest will be charged on overdue invoices at a rate of 15% percent per annum, or the maximum permitted by law, whichever is less.