

1. PROJECT TERMS

- 1.1. Finda's platform ("**Platform**") enables models registered on it ("**Model**") to contact, and be contacted by Clients ("**Clients**") registered on the Platform giving Clients the opportunity to engage with Models when they run Projects (as defined below).
- 1.2. Upon Client's offer and Model's acceptance of a Job Offer (as defined below) on the Platform, Client agrees to purchase and Model agrees to deliver the Project Services in accordance with the following agreements (collectively, the "**Project Agreement**"): (1) these Project Terms; and (2) the Job Offer as offered and accepted on the Platform, to the extent that they are not inconsistent with these Project Terms, which contains the specific terms of any project.
- 1.3. Please read these Project Terms carefully as they contain important information about both parties' rights and responsibilities in respect of each Project.
- 1.4. The Project Agreement is exclusively between the Model and Client and Finda is not a party to this agreement.

2. ACCEPTANCE OF JOB OFFER

- 2.1. Clients will create, and offer projects to a Model using the Platform ("**Project**") in relation to which they would like to engage the Model to perform services ("**Project Services**").
- 2.2. A "**Job Offer**" is an offer from a Client to the Model setting out the details and services required by the Client in respect of a Project, including:
 - 2.2.1. the Project Services the Model will provide to the Client (including the content and usage rights); and
 - 2.2.2. the offered fees due to Model ("**Model Fees**").
- 2.3. Unless otherwise set out in the Job Offer, the default usage rights applicable to each Job Offer is 12 months usage in the UK across media as selected in the project creation tool.
- 2.4. Model may accept, reject or negotiate the Job Offer for the Project. The Platform

facilitates the negotiation between Model and Client regarding the Model Fees, but Finda has no involvement in any negotiation between the Model and Client.

- 2.5. By accepting a Job Offer, the Model is confirming that he/she understands and accepts (and is able to understand and accept) the terms of the Project Agreement and agrees to be bound by them.

3. RESPONSIBILITIES AND PERFORMANCE

- 3.1. Both parties warrant and represent that they have full capacity to enter into this Project Agreement and perform its obligations under it.
- 3.2. The Client warrants and represents to Model that:
 - 3.2.1. it will take all steps necessary to ensure that the Model is protected and treated in accordance with all applicable laws, codes of best practice, good industry practice and terms set out in clause 8;
 - 3.2.2. it is responsible for managing, accepting and paying for Project Services in accordance with the Project Agreement;
 - 3.2.3. it has all necessary permits, licences and consents to enter into and to perform its obligations under these Project Terms and such obligations shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including but not limited to any employment or advertising law or health and safety requirements in effect from time to time); and
 - 3.2.4. it is responsible for all adverts and content produced in respect of the Model's services and it will comply with all advertising laws and regulations including any requirements relating to product placement or the disclosure of the commercial relationships between the parties;
 - 3.2.5. it is responsible for obtaining and maintaining throughout the Project Agreement term, appropriate and adequate insurance to cover all liabilities and risks that may arise in respect of the Project Agreement and

as required to be put in place in accordance with applicable law, which cover, amongst other things, any health and safety risks to the Model when carrying out the Project Services.

3.3. Model warrants and represents to Client that:

3.3.1. it is responsible for the performance and delivery of the Project Services with all due care, skill, in a timely and professional manner which is consistent with industry practice and in accordance with the Project Agreement;

3.3.2. it has no past or present criminal convictions;

3.3.3. it will conduct itself with regard to public morals and conventions and not commit any act or omission which might bring the Client into public disrepute, contempt, scandal or ridicule, or which might harm the reputation of the Client.

3.4. Client acknowledges and accepts that the Model is independent and self-employed and is not an employee of the Client or of Finda.

3.5. Both parties agree to act in good faith in performance of this Project Agreement.

4. FINDA RESPONSIBILITIES

4.1. Finda shall have no responsibility for any act or omission of either party in any way whatsoever, including their compliance with any Project Agreement or the processes set out in these Project Terms.

4.2. Finda shall have no involvement with negotiations of terms agreed between the Client and Model, payment disputes (other than as set out in the Dispute Resolution Procedure) or any liability in relation to any damage or loss caused or any involvement generally in the relationship between Model and the Client.

5. FEES AND PAYMENT

5.1. The Client will be liable for payment of the Model Fees in accordance with the rates and amounts specified in the Job Offer. Model agrees to accurately report time in hours spent on a Project, as applicable.

5.2. For the purposes of the Project Agreement, a working day means a 9 hour period (including one hour for lunch) from the start time specified in the project Job Offer ("**working day**"). An extra hour beyond this 9 hour period is charged at the normal rate.

5.3. The Model and Client will notify Finda of the completion of a project. Failure by either party to notify Finda within 3 working days of the completion date of a Project will result in the Project Fee being automatically released from the Finda Client account to the Model.

5.4. Any dispute in respect of payment or completion of the Project will be dealt with between the Model and Client.

5.5. Subject to what is set out in the Job Offer, reasonable travel expenses incurred by the model when carrying out the Project Services will be charged to the Client upon the Model providing evidence of valid receipts.

6. CANCELLATION

6.1. If a Project is cancelled by a Client at least 48 hours prior to the Project start date, Model will receive 10% of Model Fee for the cancelled project.

6.2. If a Project is cancelled by a Client within 48 hours of the Project start date, will receive 30% of the Model Fee will be payable.

6.3. If a Model cancels or is unable to attend a Project, Finda will use its reasonable endeavours to provide an alternative appropriate Model for the Project.

6.4. If a Model fails to show up and no replacement is found, the Client will receive a full refund of the Project Fee and the Model will not be entitled to any Model Fee. **Note:** Model will be subject to Finda commission and processing fees.

7. INTELLECTUAL PROPERTY AND DATA PROTECTION

"**Intellectual Property Rights**" means all patent rights, copyright rights, moral rights, rights of publicity, trademark, service mark rights, goodwill, trade secrets and other

Intellectual Property Rights as may now exist or hereafter come into existence and all applications therefore and registrations, renewals and extensions thereof.

7.1. Finda controls all commercial rights in the content that is created and is granted a perpetual, non-exclusive, irrevocable, sub-licensable, royalty-free licence to use all content and materials and all Intellectual Property Rights and all other rights in all content that is created in connection with a Project and/or a Project Agreement, for the sole purpose of sub-licensing these rights to the Client.

7.2. Model agrees and acknowledges that Finda may grant a sub-licence to all content and materials that is created in connection with this Project Agreement to the Client, in accordance with the usage rights as set out in the Job Offer or as otherwise agreed between the parties.

7.3. Any other use of the content is subject to receipt by Finda of Model's prior consent, such consent is at Model discretion.

7.4. Model name and related information provided in association with any content can only be used by the Client as specifically agreed under the Project Agreement.

7.5. Either party retains ownership of their own pre-existing, background Intellectual Property Rights.

7.6. In this clause, the terms "**controller**", "**personal data**" and "**process**" (and its derivatives) shall have the meaning given to those terms in the General Data Protection Regulation 2016/679 (GDPR). Client is acting as the controller in respect of the Model personal data processed in the provision of the Project Services.

7.7. Model personal data will be held and kept secure by the Client and processed by the Client in accordance with applicable data protection laws, including the GDPR and this agreement. The Model is aware that the Client may process Model's personal data in accordance with the Client's privacy policy.

8. MODEL CARE, SAFETY AND NON-DISCRIMINATION

8.1. The Client shall ensure that the Model is treated with respect and professionalism and that the Client takes all steps necessary to ensure that the safety, health and wellbeing of the Model is protected and maintained at all times whilst providing services to the Client, including providing the Model with reasonable breaks when carrying out the services for the project and obtaining adequate insurance cover.

8.2. The Client shall carry out the following:

8.2.1. at all times comply with, and take appropriate measures to ensure compliance with the requirements of the Equality Act 2010 or all other related statutory and regulatory requirements relating to equal opportunities and shall not treat any Model less favourably than another on grounds of race, colour, religion, ethnicity, sex, age, disability, nationality, marital status or sexual orientation;

8.2.2. ensure that there are no injurious practices in relation to a model's health, such as excessive exposure (including frequency) to flash photography over long shoots;

8.2.3. ensure that no illegal or unethical practices are undertaken during the Project Services;

8.2.4. ensure that the venue for the provision of the services and the working conditions are entirely safe and secure and maintained at a suitable temperature and allow the model to provide the services in compliance with all health and safety best practice, standards, regulations, codes and laws;

8.2.5. allow the model to take suitable and regular rest periods, to ensure the model is able to maintain suitable amounts of rest and refreshment whilst delivering the services;

8.2.6. ensure that all of the third parties engaged by the client in relation to the delivery of the services are suitably qualified, experienced and professional and treat the model in a professional and respectful manner;

8.2.7. ensure that no one imposes upon the model any action, activity or

environment which is either dangerous, degrading, unprofessional, unsafe and/or demeaning to the model;

8.2.8. ensure that the Project Services are delivered and the Model is treated in accordance with The British Fashion Council's Code of Best Practice, The British Fashion Model Agents Associations' Code of Best Practice and/or any other codes of practice or guidance issued by the Agency and/or the British Fashion Council from time to time;

8.2.9. provide the model with an appropriate changing and dressing area to ensure that the model can maintain his/her privacy.

8.3. Any requirement for nude, semi-nude, see-through, bathing suit or lingerie photography must be detailed in the Job Offer via the project creation tool and accepted by the Model in advance. Unless otherwise agreed between the parties, the use of the Model's image must not be directly or indirectly scandalous, pornographic, derogatory or a cause of ridicule or embarrassment to the Model.

8.4. Failure to obtain consent in accordance with clause 8.3 will result in: (a) the Model being under no obligation to comply with any such requirements; and (b) payment of the Model Fee remaining payable.

8.5. The Client shall always include a credit in the form of "Model's name" @ "Finda", wherever a credit is applied.

9. TERMINATION

9.1. These Project Terms shall come into effect from the date of confirmation of the Job Offer (or the commencement of Project Services) and last until the delivery of the Project Services in accordance with the Job Offer, or otherwise if terminated earlier in accordance with these Project Terms.

9.2. Either party may terminate these Project Terms by giving written notice (email will suffice) to the other if any of the following events occur:

9.2.1. the other party commits a material breach and fail to rectify such breach within 15 days of notice;

9.2.2. with the consent of the other party;

9.2.3. A winding up order or bankruptcy order is made against the other party; or

9.2.4. a party ceases, or threatens to cease, to carry on business.

9.3. Except as required by law, or as otherwise may be agreed by the parties, Client remains obligated to pay the applicable fees due under this Project Agreement for any Model Services provided prior to termination.

9.4. Termination of the Project Agreement, however arising, shall not affect or prejudice the accrued rights of Client or Model at termination or the continuation of any provision expressly or by implication intended to survive termination.

10. CONFIDENTIALITY

10.1. The parties undertake that they shall keep secure and not at any time disclose to any person any information relating to the Project Agreement or any of the other party's information which we reasonably consider to be confidential, including but not limited to details of relationships with or knowledge of the requirements of the other party; details of, or the business methods, finances, prices or pricing strategy, marketing or development plans or strategies and any other information made available to either party via the Platform or Services which is or ought reasonably to be considered confidential in nature ("**Confidential Information**") without prior written consent, except as permitted by clause 10.2.

10.2. Either party may disclose Confidential Information as required by law or to their employees, officers, sub-contractors, representatives or advisers who need to know such information for the purposes of carrying out their obligations under the Project Agreement, provided that either party shall ensure that such employees, officers, sub-contractors, representatives and advisers comply with this clause 10.

10.3. Neither party shall use the Confidential Information for any purpose other than to perform their obligations under the Project Agreement.

11. EXCLUSIVITY

11.1. Unless otherwise agreed in the Job Offer form the Model is accessible to the Client through the Finda platform on a non-exclusive basis and the Model shall be free to provide similar and/or competing services to any third party and/or competing product or brand of the Client.

12. LIABILITY

12.1. Nothing in these Project Terms excludes or limits each party's liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

12.2. To the extent permitted by law, each party excludes all conditions, warranties, representations or other terms which may apply to this Project Agreement.

12.3. Each party shall not be liable whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profits, reputation, business, goodwill, data, or for any special, indirect or consequential loss, costs or damages, whether it is foreseeable, known, foreseen or otherwise, under or in connection with these Project Terms. This exclusion of liability shall apply to all such losses whether they are direct, indirect or consequential losses.

12.4. Subject to clauses 12.1 and 12.3, the Model's total aggregate liability in Project Agreement, tort (including negligence), breach of statutory duty, or otherwise, under or in connection with the this Project Agreement shall be limited to the Project Fee.

13. DISPUTE RESOLUTION

13.1. Both parties agree to report any complaints or disputes, as soon as they arise, to Finda and deal with them in accordance with the Dispute Resolution Procedure.

14. OTHER IMPORTANT TERMS

14.1. Commencement of a Project shall be deemed as acceptance of these Project Terms. Any other variation of these Project Terms (other than as permitted under these Project Terms), shall only be effective if it is agreed in writing and signed by both parties.

14.2. Nothing in these Project Terms are intended to, or shall be deemed to, establish any partnership or joint venture between Model and Client, constitute either Model or Client as the agent of the other, or authorise either Model or Client to make or enter into any commitments for or on behalf of the other.

14.3. The parties may not transfer or assign their rights or obligations under these Project Terms to a third party.

14.4. The Project Agreement is between Model and Client. No other person shall have any rights to enforce any of its terms and for the avoidance of doubt, the Project Agreements (Rights of Third Parties) Act 1999 shall not apply to these Project Terms.

14.5. The Project Agreement constitutes the entire agreement between Model and Client in relation to the Project Services.

14.6. Each of the clauses of these Project Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

14.7. The Project Agreement shall be governed and interpreted in accordance with English law. Model and we both agree to submit to the exclusive jurisdiction of the English courts.

