

## 1. General

- 1.1 In these Terms and Conditions, the following words will have the meanings given to them below:
- "Advance Payment" means the advance fee payable by the Client to the Agent in respect of the Engagement;
- "Agent's Services" means the services to be supplied by the Agent in relation to an Engagement and will include arranging the Artist/Promoter and may, from time to time and depending on the Engagement, include arranging flights, and/or accommodation and/or staging and/or lighting and/or personnel and/or retouching for an Engagement (but only as may be agreed in writing and in advance by the Agent);
- "Agent" means Bareface Productions FZ LLC of PO Box 72336, Dubai, UAE;
- "Agreement" means the contract between the Agent and the Client for the provision of the Services incorporating these Terms and Conditions and the Booking Form;
- "Artist/Promoter" means the performer or promoter secured for the Engagement;
- "Client" means any entity that purchases Services from the Agent by signing a Booking Form;
- "Engagement" means the employment or use of the Artist/Promoter by the Client, or any third party to whom the Client has introduced the Artist/Promoter, on a permanent or short-term basis under a Booking Form;
- "Booking Form" means an Engagement document, quotation or other similar object describing the Services; "Fee" means the fee payable by the Client to the Agent in respect of an Engagement;
- "Pencil Option 1" means the Client has first option on a provisional Engagement for the Artist/Promoter but must confirm the provisional Engagement as an Engagement to the Agent within 48 hours of the request for the Pencil Option 1;
- "Pencil Option 2" means the Client has second option on a provisional Engagement of the Crew as the Artist/Promoter already has a pencil option 1 with a third party and if the Artist/Promoter is released from that pencil option 1, the Client must confirm the provisional Engagement as an Engagement to the Agent within 48 hours of the request;
- "Rider" means the specific requirements stipulated by the Artist in terms of the Engagement regarding food, accommodation and any other necessities;
- "Services" means the services to be provided by the Artist/Promoter as described in the Booking Form for an Engagement;
- "Start Time" means the time at which the Artist/Promoter will commence the provision of the Services.
- "Terms and Conditions" means the terms and conditions as set out in this document and any subsequent terms and conditions provided in writing by the Agent.
- 1.2 These Terms and Conditions will apply to the supply of Services by the Artist/Promoter to the Client as arranged by the Agent and will supersede any other documentation or communication between Parties.
- 1.3 Any variation to these Terms and Conditions or a Booking Form must be agreed in writing by the Agent.
- 1.4 These Terms and Conditions will be attached to the Booking Form and returned to the Agent by the Client for each Engagement.
- 1.5 Nothing in these Terms and Conditions will prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- 1.6 The Agent is acting as an employment agency and therefore cannot be held responsible for any non-fulfillment or breach of obligations between the Client and the Artist/Promoter.

## 2. Booking Form

- 2.1 The Booking Form will be issued by the Agent for each Engagement and will remain valid for acceptance for a period of 30 days.
- 2.2 The Booking Form and the Terms and Conditions must be accepted by the Client in their entirety. By signing the Booking Form, the Client accepts both the Booking Form and the Terms and Conditions.
- 2.3 The Agreement between the Agent and the Client will only come into force when the Agent confirms acceptance of the terms of the Booking Form in writing to the Client.
- 2.4 The Client, or person authorized to sign on behalf of the Client, will be required to sign the Booking Form and return it to the Agent in respect of each Engagement prior to the Start Time of the Engagement.
- 2.5 The Booking Form and these Terms and Conditions must be accepted by the Client in their entirety. By signing the Booking Form, the Client accepts both the Booking Form and these Terms and Conditions.
- 2.6 Unless the Agent agrees otherwise, it will be a condition of each Agreement that the Client delivers a Local Purchase Order to the Agent prior to the Engagement.
- 2.7 The Fee provided in a Booking Form is an estimate and not a final quotation. The Client should allow a percentage for contingency in its budget in all cases. The Artist/Promoter will endeavor to work for the Fee but the Fee may vary to enable to Artist/Promoter, in his/her complete discretion, to provide the Client with an effective execution of the Engagement.
- 2.8 Where additional expenses or time are incurred by the Artist/Promoter as a result of alterations to the original Engagement brief by the Client, or otherwise at the Client's request, the Client will be liable to pay such extra expenses or pay additional fees, at the Artist/Promoter's normal rate, in addition to the original estimate agreed Fee.

## 3. Services

- 3.1 The Services are as described in the Booking Form. Any variation to the Services must be agreed by the Agent in writing.
- 3.2 The Services will commence and finish on the dates specified on the Booking Form unless terminated according to the terms of this Agreement.
- 3.3 The Client may request a Pencil Option 1 or Pencil Option 2 but must confirm the Pencil Option 1 or Pencil Option 2 to the Agent within 48 hours of the request otherwise it will be canceled automatically.
- 3.4 The Client must inform the Agent if the Artist/Promoter will be asked to perform under any extreme circumstances including helicopter, heights, etc, anything that relates to health and safety. If the Agent is not informed in advance, the Artist/Promoter has the right to cancel the Engagement at any time and the Client will still be required to pay the Fee in full.

#### 4. Price and Payment

- 4.1 The Fee will be specified in a Booking Form and is inclusive of any other charges as outlined in that document, including without limitation overtime as set out in clause 4.3.
- 4.2 There will be no rebate on the Fee if the Engagement is less than the period of time specified in the Booking Form.
- 4.3 An overtime rate of 15% of the Fee per hour will apply to all Engagements exceeding the duration periods set out in the Booking Form. All overtime will be on an hourly basis and will be rounded up to the nearest hour at the rate specified in the Booking Form.
- 4.4 All direct expenses incurred by the Agent and the Artist/Promoter in connection with the provision of the Services and the Engagement will be re- charged at cost and are payable by the Client on production of appropriate receipts.
- 4.5 The Client will arrange and meet all costs associated with any Rider stipulated by the Agent and provide to the Client prior to the Engagement.
- 4.6 If the Client fails to pay any requested advance on the Fee before the Engagement as set out in clause 4.6, then the Artist/Promoter has the right to cancel the Engagement without penalty and the Client will forfeit any other monies paid previously, and remains liable for any cancellation fees due as set out in this Agreement.
- 4.7 All invoices will be issued in the name of the Client and will be addressed to the individual responsible for making the Engagement, unless otherwise agreed.
- 4.8 The Client must inform the Agent before approval of an Engagement by the Agent if there is a third party responsible for the payment of the Fee. The Client is to supply to the Agent all contact details of the third party responsible for making the payment to the Agent. Notwithstanding this, all invoices will be issued in the name of the Client and will be sent to the individual responsible for making the Engagement unless otherwise agreed.
- 4.9 Payment of all invoices is to be made in full on confirmation of the Engagement unless otherwise specified on the Booking Form.
- 4.10 The Client will pay interest on all late payments at a rate of 8% per annum above the base lending rate of Emirates Bank.
- 4.11 The Agent is also entitled to recover all reasonable expenses (including legal fees) incurred in obtaining payment from the Client where any payment due to the Agent is late.
- 4.12 The Client is not entitled to withhold any monies due to the Agent.
- 4.13 The client agrees not to pass over their personal / business contact details at any point to the talent / hostess /model and is not permitted to connect together on all social media platforms for direct contact. This will result in immediate removal of talent from the database upon breach of contract for direct bookings.
- 4.14 The Agent is entitled to vary the Fee to take account of:
- 4.14.1 any additional Services of changes to the Services being requested by the Client which were not included in the original Booking Form;
- 4.14.2 any reasonable increase in hourly, daily or set rates, if applicable, and any variation must be notified to the Client in writing by the Agent.

#### 5. Cancellation

- 5.1 If an Engagement is cancelled for reasons outside the control of the Agent (including but not limited to unsuitable weather or light), the Agent reserves the right to charge a cancellation fee to the Client at the following rates together with all expenses incurred by the Agent up to the date of such cancellation:
- 5.2 The Client will be charged 100% of the Fee if an Engagement is cancelled less than 48 hours before the Start Time.
- 5.3 The Client will be charged 50% of the Fee if an Engagement is cancelled less than 72 hours from the Start Time.
- 5.4 The Client must notify the Agent immediately of any cancellation so that the Agent may notify the Artist/Promoter.
- 5.5 The Client will be liable for cancellation charges if"
- 5.5.1 the venue provided by the Client is unable to accommodate the Artist/Promoter;
- 5.5.2 the Client does not provide the Rider;
- 5.5.3 the Client does not provide adequate facilities at the venue; or
- 5.5.4 travelling arrangements that are made by the Client interfere with the performance of the Artist/Promoter in such a way that either the Artist/Promoter is unable to perform, or it would be dangerous or unreasonable for the Artist/ Performer to perform.
- 5.6 The Artist/Promoter may not under any conditions cancel the Engagement unless due to force majeure or illness. In such cases, the Artist/Promoter will not be held in breach of contract by the Client but must provide reasonable proof of such force majeure or illness.
- 5.7 In the event of cancellation by the Artist/Promoter the Agent may substitute a replacement Artist/Promoter, subject to the Client's reasonable approval.
- 5.8 If the Artist/Promoter cancels the Engagement and a replacement act cannot be supplied under clause 5.6 any monies paid in advance by the Client must be repaid in full with fourteen days of the cancellation.

#### 6. Meals/Travel/Per Diems/Expenses/Travel Insurance/Transport

- 6.1 The Client is responsible for the arrangement and payment for any travel, transportation and accommodation that may be required for the Artist/Promoter to provide the Services unless otherwise agreed in the Booking Form.
- 6.2 The Client is responsible for all meals and refreshments for the Artist/Promoter from the time the Artist/Promoter leaves their home until they leave the venue after the Engagement.

#### 7. Insurance

- 7.1 The Client will be responsible for the Artist/Promoter's health and safety when the Artist/Promoter is travelling on behalf of the Client and/or providing the Services. The Client will maintain adequate insurance cover to underwrite its obligations to the Artist/Promoter and will indemnify the Agent in respect of any claim by, or on behalf of, the Artist/Promoter for loss or damage in these circumstances.

**8. Client Obligations**

- 8.1 The Client agrees to cooperate with the Agent as may be required.
- 8.2 The Client agrees to refrain from directly or indirectly recruiting any person represented by the Agent for a period of three (3) years following completion of the Services unless booked through the Agent.
- 8.3 Should the same talent in which the client has booked through Bareface agency, book the same talent at the same event through another agency, the client will be responsible for full payment to Bareface agency at the same cost as the new appointed agency.
- 8.4 The Client agrees that, if the Artist/Promoter feels it is unsafe to perform at the venue, then the Artist/Promoter has the right to cancel the Engagement.
- 8.5 The Client will provide a suitable performance area for the Artist and ensure there is an adequate power supply which meets industry standards if electrical equipment is to be used as part of the performance.
- 8.6 Where the Artist/Promoter is expected to wear clothes and/or costumes provided by the Client they must be clean, dry, pressed and suitable and fit to wear. The Agent cannot be held responsible if the Artist/Performer refuse to wear such clothing for any reason.
- 8.7 The Client agrees to provide adequate breaks for Artists/Promoters.
- 8.8 Where the Artist is expected to wear stage clothing the Client must provide adequate dressing room facilities with mirrors and running water. The Client acknowledges that public toilets are not acceptable.
- 8.9 Apart from asking to make a short speech or announcement to the guests on the Artist's PA system or other equipment, the Client, or a third party acting on the directions of the Client, has no right to demand the use of Artist's equipment, instruments or props during the Engagement.
- 8.10 The Client agrees to treat the Artist/Promoter politely and in a professional manner.
- 8.11 The Client will take every reasonable precaution to prevent the Artist/Promoter being threatened, verbally abused, or physically abused by the guests, the audience or any third party during the Engagement.
- 8.12 The Client agrees that if the Artist/Promoter is threatened, verbally abused, or physically abused by anyone during the time of the Engagement then the Artist/Promoter will be entitled not to perform, without penalty, and will remain entitled to the payment of the Fee in full and without deduction.
- 8.13 The Client is responsible for ensuring that the venue, and any equipment belonging to the Client and used by the Artist/Promoter, comply with health and safety regulations and that there is an adequate and secure performance area clear from obstruction.
- 8.14 The Client is responsible for complying with all legal obligations connected with the Engagement of the Artist/Promoter including:
  - 8.14.1 providing a suitable contract of employment where necessary;
  - 8.14.2 obtaining any work permits or other approvals to enable the Artist/Promoter to provide the Services; or
  - 8.14.3 obtaining all visas that may be required for the Artist/Promoter to provide the Services prior to the commencement of an Engagement. If the Client fails to comply with clause 9.11 and the Artist/Promoter cannot provide the Services as a result, the Client remains liable to pay the Fee and for any other expenses that may be payable by the Agent or the Artist/Promoter.
- 8.15 The Client is responsible for ensuring that a fully stocked first aid box and fire extinguishers are provided.

**9. Agent Obligations**

- 9.1 The Agent will supply the Agent's Services. In addition, the Agent will ensure that the Artist/Promoter supplies the Services as specified in the Booking Form.
- 9.2 The Agent will ensure that the Artist/Promoter supplies the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and statutory obligations.
- 9.3 The Agent will take all reasonable steps to ensure that the Artist/Promoter behave in an acceptable manner but the Client agrees that the Agent will not be held responsible for the conduct of the Artist/Promoter in respect of either an Engagement or in respect of any other matter that is the subject of this Agreement.

**10. Changes to Performance Schedule**

- 10.1 Any changes to the schedule for the Engagement will be subject to these Terms and Conditions.
- 10.2 If changes are required to the schedule for the Engagement on the day of the event these changes should be discussed with the Agent where possible, otherwise agreement should be reached between the Client and the Artist/Promoter.
- 10.3 If the Artist/Promoter is unable to complete the provision of the Services due to a delay in the start of the Engagement where such delay is no fault of the Artist/Promoter, the Client will remain liable to pay the Fee in full and without deduction.
- 10.4 The Artist/Promoter is not obliged to finish the provision of the Services where an Engagement has started late due to the Client's actions nor is the Artist/Promoter obliged to extend the duration of the Engagement.
- 10.5 If the Artist/Promoter is required by the Client to extend the length of the Engagement, the Agent is entitled to charge the Client a further fee based on the usual day rate of the Artist/Promoter or the Fee (whichever is the higher) and including a premium for the overtime worked.

**11. Re-engagement of the Artist/Promoter**

- 11.1 The Client must negotiate all future engagements for the Artist/Promoter directly with the Agent for a period of 6 months after the Engagement.

**12. Complaints**

- 12.1 In case of any dispute between the Artist and the Client relating to an Engagement, the Client will immediately inform the Agent about the disagreement and the Agent will use reasonable endeavors to resolve the disagreement.
- 12.2 The Client must inform the Agent immediately during an Engagement if there are any complaints or issues with an Artist. The Agent will deal with those issues and complaints as soon as practicable.

- 12.3 Disputes, complaints or issues raised under clause 12.1 or 12.2 cannot be addressed after an Engagement and, when raised after an Engagement, do not entitle the Client to a reduction in the Fee.

### 13. Confidentiality

- 13.1 In this clause, "Confidential Information" means all information exchanged between the parties (either before or after the date of this Agreement) for or in connection with the performance of this Agreement, but does not include information which:
- 13.1.1 is or becomes public knowledge other than by breach of this Agreement or by any other unlawful means;
  - 13.1.2 is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party or prior to that party's execution of this Agreement, as the case may be;
  - 13.1.3 has been developed or acquired by a party independently of this Agreement; or
  - 13.1.4 is required by law to be disclosed.
- 13.2 The Client will keep confidential and will not disclose to any third parties or make use of any of the Confidential Information, except:
- 13.2.1 as may be reasonably necessary to enable the Client to carry out its obligations in relation to an Engagement; or
  - 13.2.2 as required by law.
- 13.3 The Client must ensure that its employees, contractors, servants and agents comply with this clause.

### 14. Rights

- 14.1 The Client acknowledges and agrees that the Artist/Promoter is the owner of all intellectual property rights in or relating to or arising from the provision of the Services at the Engagement.
- 14.2 The Client agrees that the use of any of the rights set out in clause 14.1 (including without limitation music or words create by the Artist/Promoter) requires a separate license from the Artist/Promoter. On behalf of the Artist/Promoter, the Agent may (but is not obliged to) license all or part of these rights to the Client at the request of the Client for an additional fee, on terms to be agreed between the Client and the Agent.
- 14.3 Notwithstanding any other clause in this Agreement, the Client acknowledges and agrees that the photographer and The Studio, unless otherwise agreed in writing prior to the provision of the Services, both have the right to use any of the Works for self-promotion through any means (including without limitation social media, website, newsletters and marketing collateral) as soon as the Works have exploited by the Client in accordance with the Usage Rights.

### 15. Termination

- 15.1 A Booking Form will continue in force until the Services have been provided as set out in the Booking Form or as mutually agreed in writing by both Parties or until terminated by either party in accordance with these Terms and Conditions.
- 15.2 The Client may terminate an Agreement if the Agent fails to comply with any aspect of that Agreement and this failure continues for a period of four weeks after written notification of non-compliance is received by the Agent.
- 15.3 The Agent may terminate an Agreement if:
- 15.3.1 the Client has failed to make any payment that is due within 4 weeks of the sum being requested in writing;
  - 15.3.2 the Client commits a material breach of an Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so;
  - 15.3.3 the Client commits a material breach of an Agreement which cannot be remedied under any circumstances.
- 15.4 Either party may terminate an Agreement if:
- 15.4.1 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
  - 15.4.2 the other party ceases to carry on its business or substantially the whole of its business; or
  - 15.4.3 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 15.5 In the event of termination of any Agreement, the Client must pay the Agent the Fee for any Engagement that was completed and expenses in relation to any Engagement that was confirmed as at the date of termination.
- 15.6 Any right to terminate an Agreement will be without prejudice to any other accrued rights and liabilities of the Parties arising in any way out of that Agreement as at the date of its termination.

### 16. Warranty

- 16.1 Both Parties warrant that they have the authority to enter into these Terms and Conditions and have obtained all necessary approvals to do so.

### 17. Limitation of Liability

- 17.1 The Agent's liability to the Client, howsoever arising, in connection with the provision of the Agent's Services and/or the Services will not exceed the Fee paid in respect of those Services.
- 17.2 The Agent will not be liable to the Client for any indirect, incidental or consequential loss or damage, howsoever arising, in connection with the provision of the Services.
- 17.3 The Agent will not be liable for any unauthorized actions of any third parties in relation to materials created under these Terms and Conditions.

### 18. Indemnity

- 18.1 The Client will indemnify the Agent against all claims, costs and expenses which the Agent may incur and which arise directly or indirectly from the Client's breach of any of its obligations under these Terms and Conditions or under an Agreement.
- 18.2 Without limiting the generality of clause 18.1, the Client is liable for any and all medical expenses or any loss or damage to personal property of whatsoever nature that occurs to the Artist/Promoter or the property of the Artist/Promoter during the Engagement. Neither the Agency nor the Artist/Promoter will bear responsibility in respect of any illness, accident, loss or damage of whatsoever nature that may occur during the Engagement.

**19. Force Majeure**

19.1 Neither party will be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party will be entitled to a reasonable extension of its obligations.

**20. Assignment**

20.1 The Client will not be entitled to assign its rights or obligations or delegate its duties under these Terms and Conditions without the prior written consent of the Agent.

**21. Severance**

21.1 If any part of these Terms and Conditions or an Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed and the remainder of the provisions will continue in full force and effect as if these Terms and Conditions of that Agreement had been agreed with the invalid, illegal or unenforceable part eliminated.

**22. Waiver**

22.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions or an Agreement will not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions or all of the Agreement.

**23. Notices**

23.1 Any notice to be given by either party to the other may be served by personal service or by post to the address of the other party given in the Booking Form or such other address as such party may from time to time have communicated to the other in writing, with a copy sent by email. If given by letter it will be deemed to have been served at the time at which the letter was delivered personally or if sent by post will be deemed to have been delivered in the ordinary course of post.

**24. Entire Agreement**

24.1 These Terms and Conditions, along with the Booking Form and the Local Purchase Order comprise the agreement between the parties and, together, supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

24.2 If there is a conflict between any of the Local Purchase Order and/or the Booking Form and/or the Terms and Conditions, the Terms and Conditions will prevail over all three and the Booking Form will prevail over the Local Purchase Order.

**25. Governing Law and Jurisdiction**

25.1 These Terms and Conditions will be governed by and be construed and interpreted and take effect in accordance with the laws in force in the Emirate of Dubai. The Parties submit to the non-exclusive jurisdiction of the courts of the Emirate of Dubai

**26. Concepts**

26.1 All concepts that have been issued to you on event planning design, seasonal concepts, festivals & events have been issued to you upon request by yourself the client, on the agreement that Bareface have conceptualized for you. By accepting the concept presentation, you agree not to copy, replicate, share or ask other supplies / talent / entertainment agencies to supply for the same concept ideas we have issued to yourselves or similar.

26.2 If you, the client is requesting an event concept with entertainment, you are aware that an additional cost will be included in the rate of a one-off fee which will be determined by the size and scale of the event.

26.3 You the client, agree that if the concept has been replicated, shared, or copied and used by yourselves, you are liable for full cost of the concept quoted.

26.4 Should you wish to go ahead with the Bareface concept issued to yourself, the chargeable fee will be reduced by 75% or under further agreement, no fee will be issued depending on the scale of the event.