

LOUIS B MODEL MANAGEMENT TERMS AND CONDITIONS OF USE AND SERVICE

Louis B Model Management strives to make every customer interaction a pleasure by ensuring that we fulfil our duties and obligations to every single one of our valued customers and models. In order to do so, we would like to take this opportunity to share with you our Terms and Conditions of Use and Service, where all users, models and customers of Louis B can see the exact details of how we value professional transparency and devotion in all of our operations.

By accessing or using <https://www.louisbmodels.co.za/> or any of its related blogs, websites, applications or platforms (collectively, "**the Website**"), owned by Louis B Models Close Corporation (registration number 2009/044662/23) ("**Louis B**"), a private close corporation registered and operating in accordance with the laws of South Africa, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein (the "**Terms**"). All rights in and to the content of the Website remain at all times expressly reserved by Louis B.

Please pay specific attention to the BOLD paragraphs of the Louis B Terms. These paragraphs limit the risk or liability of Louis B or a related third-party, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Louis B or is an acknowledgement of any fact by you.

- **Please read these terms carefully before accessing or using the Website.**
- The terms "user", "you" and "your" are used interchangeably in these Terms and refer to all persons accessing the Website for any reason whatsoever, including each user who registers as contemplated below. Accordingly, the terms "us", "our" or "we" used refers to Louis B or its possession.
- Please use these hyperlinks to jump to specific important sections in these Terms: [Privacy Policy terms](#), [Disclaimer](#), [Intellectual Property terms](#).
- Not all terms are defined in order.
- These Terms were last update on 24 March 2019.
- If you would like to register as a model, you will be subject to these Terms as well as need to complete and adhere to the [Model Terms](#) when prompted by the Website to do so.

1. INTRODUCTION AND THE SERVICES

- 1.1. Louis B provides an online information and sign-up platform where, amongst other services, allows a user to discover more about Louis B Models, search for appropriate Louis B models for your use and/or register as a model for Louis B ("**Services**").
- 1.2. In order to use most of the Services listed on the Website, users must successfully submit and register certain information on the Website. Should you also want to sign-up as a model with Louis B, you will also need to complete the [Model Terms](#), which you shall also be subject to when using the Services and/or operating as a Louis B model.
- 1.3. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Louis B uploading the amended Terms to the Website. It is your responsibility to read these Terms periodically to ensure you are aware of, and understand, any changes. Please contact Louisbjhb@mweb.co.za for further information on any of the Terms.

- 1.4. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence. You must not use this Website for any illegal activity or if you do not agree to the Terms.
- 1.5. By using the Website and/or Services, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to the Terms and to be liable and responsible for you and all of your obligations under the Terms. This provision is also applicable to completed Model Terms, where in addition to this warranty provided by parents/guardians of minor/incapacitated users, parents/guardians will need to additionally expressly confirm their acceptance of the Model Terms, as prompted by the functions of the Model Terms provided to you upon registration as a model.

2. USER REGISTRATION PROCESS FOR USE OF SERVICES

- 2.1. In order to use certain features of the Website, including registering as a Louis B model, you must complete the registration process detailed on the Website and create an “**Account**”. Each user agrees to provide accurate, current and complete information during the registration process.
- 2.2. By entering your personal information on the Website, Louis B is entitled to assume that the person using the Website is you. You are responsible for keeping your Website information safe and private, and any actions performed on the Website and via your Account using your information will be assumed to be you, and hence, you should not share your log-in details or password with anyone.
- 2.3. You agree to notify Louis B immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your personal/Website information/Account and to take steps to mitigate any resultant loss or harm.
- 2.4. Louis B may require you to submit your full name, physical address, e-mail address, phone number, I.D. number and income tax number to register an Account for Services on the Website.
- 2.5. By submitting your personal information to the Website, you consent to Louis B using this information as per our [Privacy Policy terms](#).

3. USE OF THE WEBSITE SERVICES

- 3.1. The Website allows users, for free at all times, to search for information about Louis B and its portfolio of models available in the South African market.
- 3.2. Louis B shall take all reasonable efforts to accurately reflect the description, availability, specifications and other applicable conditions of available Louis B models reflected on the Website and as part of Louis B’s portfolio. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence nor fraud), we shall not be liable for any loss, claim or expense relating to any transaction, action or omission based on any such error.

4. REGISTERING AS A MODEL

- 4.1. Should you wish to register as a model on the Website and join the Louis B model team, please follow the provided prompts on the Website and complete and adhere to the Model Terms.
- 4.2. In addition to these Terms, the Model Terms will also be applicable to you throughout your on-going relationship as a model with Louis B.
- 4.3. When you complete the Model Terms, and as re-confirmed therein, you will be appointing Louis B as your formal modelling agent for engaging in the South African and international modelling industry on your behalf. As such, and subject to the applicable Model Terms, the following will apply to the agency relationship between the model and Louis B:

- 4.3.1. Louis B will become your appointed modelling agent where it will have the requisite authority to act on your behalf as your lawfully mandated agent, and in what it believes to be your best interests;
- 4.3.2. You will be completing and providing Louis B with a special power of attorney to act on your behalf as your agent when engaging its clients for the facilitation of the provision of your modelling services;
- 4.3.3. The relationship formed between Louis B and any model will be dictated by these Terms and the Model Terms only, where a model will never be considered as an employee nor advisor to Louis B in any way; and
- 4.3.4. The model will at all times be considered to be an independent contractor with their own duties and responsibilities to the client and/or government, such as the payment of any applicable taxes and/or duties, where, unless agreed to between Louis B and a model otherwise in writing, Louis B will never be responsible therefore. Louis B might function as the model's agent and facilitate the model's work, but the model is still ultimately personally responsible for the performance of their services as required of them as an independent contractor.

5. PAYMENT FOR USE OF THE SERVICES

- 5.1. Use of the Website and many of the Services are completely free to use, save for when a model becomes a registered model of Louis B and wishes to use Louis B as its contracted agent.
- 5.2. Please see the Model Terms for an explanation of the fee which Louis B shall charge a model for becoming a registered model for Louis B ("**Agency Fee**").

6. USER RESPONSIBILITIES AND WARRANTIES

- 6.1. By using the Website and/or Services, you warrant that:
 - 6.1.1. you have read and agreed to these Terms and will use the Website and/or Services in accordance with them;
 - 6.1.2. you have not made any misrepresentations and the information provided in the registration process is true, accurate and complete;
 - 6.1.3. you have the legal capacity to understand and be bound by the Terms and are the age of majority in your country of residence and/or you have permission from your guardian to use the Website, if such permission is required;
 - 6.1.4. you will not post, upload, replicate or transmit any abusive content on or through the Website that is or could reasonably be considered threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
 - 6.1.5. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
 - 6.1.6. you will not infringe any third party or the Website's intellectual property or other rights or transmit content that the user does not own or does not have the right to publish or distribute (see the Intellectual Property terms for more information);
 - 6.1.7. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating access to, use of or sale of illegal substances, trades, actions or devices; and/or
 - 6.1.8. you will not facilitate or assist any third party to do any of the above prohibited actions.

- 6.2. Any breach of the above warranties will automatically be considered a material breach of these Terms, and further, may make you liable for criminal prosecution for your failure to adhere to them or other applicable laws.
- 6.3. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.
- 6.4. Without prejudice to any of Louis B's other rights (whether at law or otherwise), Louis B reserves the right to deny you access to the Website where Louis B believes (in its reasonable discretion) that you are in breach of any of these Terms.
- 6.5. **Louis B does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**

7. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 7.1. Data messages, including e-mail messages, sent by you to Louis B will be considered to be received only when acknowledged or responded to.
- 7.2. Data messages sent by Louis B to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 7.3. Louis B reserve the right not to respond to any communication, e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such e-mail or data message where necessary.
- 7.4. Whilst all reasonable care is always used by Louis B, messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Louis B is therefore not responsible for the accuracy of any message sent by email over the internet, whether from Louis B to a user or from a user to Louis B.

8. USE OF PERSONAL INFORMATION AND PRIVACY

- 8.1. Louis B adheres to the highest standards of protecting your personal information when using the Website or registering a model in its portfolio. As such, we have created these specific and detailed Privacy Policy terms for you to read and appreciate exactly how we safeguard your personal information and respect your privacy, to the highest standards. For more information regarding your personal information lawfully stored or used by the Website or Louis B, please contact Louisbjhb@mweb.co.za who will gladly assist.

Personal Information we collect:

- 8.2. Should you decide to register with or function as a user on the Website and/or use any Louis B Services as model or otherwise, you thereby expressly consent to, and opt-in to Louis B collecting, collating, processing, and using the following types of information about you when you use the Website ("**personal information**"):
 - 8.2.1. **Information provided by the user.** Louis B collects personal information (that is information about the user that is personally identifiable like the user's name, address, age, gender, income tax number, email address, phone number(s) and other unique information such as user IDs and passwords, banking/accounting/payment gateway account information, service preferences and contact preferences that are not otherwise publicly available); and
 - 8.2.2. **Information that is collected automatically.** Louis B receives and stores information which is transmitted automatically from the user's computer when the user browses the internet. This information includes information from cookies (which are described in clause 8.14 below), the user's Internet Protocol ("**IP**") address, browser type, web beacons, geo-locationary information, embedded web links, and other commonly used information-gathering tools. These tools collect certain standard information that your browser sends to the Website such as your

browser type and language, access times, and the address from which you arrived at the Website.

- 8.3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update it. Louis B is however under no obligation to ensure that your personal information or other information supplied by you is correct.
- 8.4. You warrant that the personal information disclosed to Louis B is directly from you as the user on the Website or in connection to the Services, and all such personal information is lawfully yours to provide.
- 8.5. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and, generally, not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 8.6. **Due to the nature of our Services as a provider of models of all ages and genders, we process not only your general personal information, but also special categories of personal data, biometric data, minor's information and sensitive information. As such, we do collect "Special Categories of Personal Data" about you (this includes details about your race or ethnicity and biometric data), which you hereby expressly consent to Louis B doing. We process Special Categories of Personal Data in accordance with South African laws requiring us to do so, and also due to the personal nature of Louis B as a provider of individually-tailored model agency services requiring such information to operate, which you understand and expressly consent to. We enforce additional special precautions regarding the safety and integrity of any Special Categories of Personal Data provided to us.**
- 8.7. **All users, models and parents/guardians understand and agree that the Website may publish and/or advertise any Louis B model/s as it sees fit on its Website and other platforms, naturally ensuring that all such publication/advertisement is appropriate, decent, reasonable and never constitutes any illegal activity such as the provision of child pornography or similar.**
 - 8.7.1. **As the internet is inherently a dangerous place and is not controllable by any single party, parents/guardians expressly understand the inherent dangers of the internet and of making footage of their wards/children available online and take all responsibility for allowing Louis B to do so.**
 - 8.7.2. **As such, all parents/wards expressly indemnify Louis B against any claim or liability accrued to Louis B by virtue of Louis B using same parents'/guardians' children's/wards' footage online and in any and all of its public advertisement.**
 - 8.7.3. **For any queries regarding on what platforms your child's/ward's footage may currently be used on, please contact Louisbjhb@mweb.co.za for further information.**

How we use your Personal Information:

- 8.8. Any processing of your personal information will be reservedly for our legitimate business purposes and as a necessary function of your engagement with the Website and/or Services, and you have consented to this, but we will not, without your further express consent:
 - 8.8.1. use your personal information for any purpose other than as set out below:
 - 8.8.1.1. in relation to the provision to you of the Services and/or access to the Website;
 - 8.8.1.2. to contact you regarding current or new services or any other product offered by us or any of our divisions and/or partners (unless you have

- opted out from receiving marketing material from us, possible through that same correspondence to you);
- 8.8.1.3. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us, possible through that same correspondence to you); and
- 8.8.1.4. to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your activities on the Website; or
- 8.8.2. disclose your personal information to any third party other than as set out below:
 - 8.8.2.1. to our employees and/or third-party service providers who assist us to interact with you via our Website, email or any other method, for your use of the Services, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
 - 8.8.2.2. to provide it to prospective/current Louis B customers, other agencies, advertisers and companies who need a model's personal information in order to engage their services via Louis B;
 - 8.8.2.3. to advertising agencies, production companies and/or casting studios who need your personal information to operate and provide their own services to you;
 - 8.8.2.4. to our divisions and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us, possible through that same correspondence to you);
 - 8.8.2.5. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity or the contravention of an applicable law, or to investigate violations of these Terms and/or the Website's other policies; and
 - 8.8.2.6. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us, not for their own benefit and under the same standards as how we operate.
- 8.9. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, Louis B is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.
- 8.10. We will ensure that all of our employees, third-party service providers, relevant third parties (such as other agencies), divisions and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations and process your personal information at standards equal to or higher than Louis B's in relation to your personal information.

Treatment of your Personal Information:

- 8.11. We will:
- 8.11.1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in these Terms;
 - 8.11.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
 - 8.11.3. provide you with reasonable access to your personal information to view and/or update personal details;
 - 8.11.4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
 - 8.11.5. provide you with reasonable evidence of our compliance with our obligations under these Terms on reasonable notice and request; and
 - 8.11.6. upon your request, promptly correct, return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged or entitled to retain (acknowledging that some Website and/or Service functionality might be lost if certain personal information is amended or destroyed).
- 8.12. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period. In some circumstances, other applicable national laws require us to retain your data beyond your request for its deletion, or beyond your direct engagement with Louis B. As such, we may retain your personal data in adherence with compulsory instructions from other applicable national laws, notwithstanding your application to have it deleted or amended.
- 8.13. Louis B undertakes never to sell or make your personal information available to any third party other than as provided for in these Terms.
- 8.14. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence or fraud.
- 8.15. If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Louis B, Louis B **shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party.** This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.
- 8.16. This Website may make use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of these Terms and the Website’s other policies.

User rights and obligations relating to their Personal Information:

- 8.17. The user is entitled to request access to any relevant personal data held by Louis B and where such access is necessary for you to exercise and/or protect any of the user's rights. For any personal data held by any third party, the user must approach that third party for the realisation of the user's personal data rights with them, and not with Louis B.
- 8.18. Users with citizenships from jurisdictions other than of South Africa, please note that Louis B complies with all South African data protection laws when processing your personal information pursuant to the Services as we are a South African company, adhering to South African law and operating for the South African market. Should foreign law be applicable in any regard to your use of the Services and/or the Website in any way, including how we may process your personal information, please contact Louis B at Louisbjhb@mweb.co.za to engage you on its application and your rights.**
- 8.19. Users acknowledge that any content provided by users on the Website, including via a messaging system, enters an open, public forum, and is not confidential, where the author of which will be liable for that content, and not Louis B.
- 8.20. Users understand that there are risks involved in sharing personal information. By disclosing personal information such as the user's name and email address, users acknowledge and understand that this information may be collected and used by a third party to communicate with you.

Use and Disclosure of your Information

- 8.21. By accepting these Terms, you have expressly opted-in to receive emails from Louis B, where your email address will be used to contact you from time to time and may also use it for security reasons to confirm your identity.
- 8.22. Louis B agrees not to use the users' provided email address in any manner that users do not consent to nor alert any other parties of the users' address without the user's consent.
- 8.23. You have the right to opt-out of receiving email communication by following the directions posted on every email communication.
- 8.24. Louis B may use the information collected automatically, such as the user's IP address and information stored via cookies, to gather statistics about the number of people who visit the Website and to customise the Website's content, layout and services.
- 8.25. Louis B reserves the right to transfer your personal information in the event of a transfer of ownership, such as acquisition by, or merger with, another entity. If any acquiring entity should plan to materially change the Terms, Louis B will notify you beforehand.
- 8.26. Circumstances may arise where, whether for strategic or other business reasons, Louis B decides to sell, buy, merge or otherwise reorganize its business. Such a transaction may involve the disclosure of personal information to prospective or actual purchasers, or the receipt of it from sellers. It is Louis B's practice to seek reasonable protection for information in these types of transactions and notify you prior to any disclosure of personal information. Such disclosure will also be subject to these Privacy terms.
- 8.27. Louis B strives to keep the user's personal information accurately recorded. Louis B provides a user with the reasonable ability to review and correct it or ask for anonymization, blockage, or deletion, as applicable. Please contact Louisbjhb@mweb.co.za to engage Louis B on such actions or requests.
- 8.28. We also collect, use and share aggregated data or de-identified data such as statistical or demographic data for any purpose. Such de-identified or aggregated data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your usage data to calculate the percentage of users accessing a specific Website feature. However, if we combine or connect aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Privacy Policy.

- 8.29. Users may request Louis B to review the personal information which it holds and may request for Louis B to delete such information. The deletion of any information may result in certain Website services being unavailable.

9. INTELLECTUAL PROPERTY

- 9.1. All material, information, data, software, icons, text, graphics, model images, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs, copyright and/or service marks (as well as the organisation and layout of the Website) together with any intellectual property provided by a model and/or user to Louis B, as well as the Website's underlying software code ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Louis B, its members, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
- 9.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of Louis B first being granted, which consent may be refused at the discretion of Louis B. No modification of any intellectual property or editorial content or graphics is permitted.
- 9.3. Louis B reserves the right to make improvements or changes to the intellectual property, information, artwork, model images, user-provided content, graphics and other materials on the Website, or to suspend or terminate the Website, at any time without notice; provided that any transactions already concluded through the Website will not be affected by such suspension or termination (as the case may be).
- 9.4. Subject to adherence to the Terms, Louis B grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained in the Website on any machine which the user is the primary user. However, nothing contained on the Website should be construed as granting any licence or right to use any intellectual property without the prior written permission of Louis B.
- 9.5. Where any of the Website intellectual property has been licensed to Louis B or belongs to any third party, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third-party terms and conditions.
- 9.6. Any enquiries regarding any of the above relating to intellectual property must be directed to Louis B at Louisbjhb@mweb.co.za.

10. ADVERTISING AND SPONSORSHIP

- 10.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.
- 10.2. Louis B, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

11. DISCLAIMERS AND INDEMNITIES

DISCLAIMERS

- 11.1. The Website, including any intellectual property appearing therein, is provided "as is" and "as available". **Louis B makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website or the information contained in it.**
- 11.2. All information or opinions of users made available on the Website in relation to any of the Services are those of the authors and not Louis B. While Louis B makes every reasonable effort to present such information accurately and reliably on the Website, Louis B does not

endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.

- 11.3. Louis B, its shareholders, directors, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom, including the use of the Services or operating as a model with Louis B.**
- 11.4. Louis B takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, Louis B does not warrant or represent that your access to the Website will be uninterrupted or error free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.**

INDEMNITIES

- 11.5. The user indemnifies and holds harmless Louis B, its shareholders, directors, employees, partners and affiliates from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website or Services offered or ordered through the Website in any way.**
- 11.6. The user agrees to indemnify, defend and hold Louis B harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.**
- 11.7. This clause will survive termination of this agreement.**

12. COMPANY INFORMATION

Site owner:	LOUIS B MODELS CC
Legal Status: Louis B is a	close corporation
Registration Number:	2009/044662/23
Director:	Louis Franken
Description of main business:	Model/Talent Agent
Telephone number:	072 590 5962
E-mail address:	Louisbjhb@mweb.co.za
Website address:	www.louisbmodels.co.za and www.louisbiunions.co.za
Physical address:	Cube Workspace V&A Waterfront, The Pavilion, Corner Portwood and Dock Rd, V&A Waterfront, Cape Town, 8001
Postal address:	Cube Workspace V&A Waterfront, The Pavilion, Corner Portwood and Dock Rd, V&A Waterfront, Cape Town, 8001

13. DISPUTE RESOLUTION

- 13.1. Should any dispute, disagreement or claim arise between the parties concerning use of the Website or Services, the parties (the user and Louis B) shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.**

- 13.2. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussion between them to find a mutually beneficial solution.
- 13.3. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial damages claim against the infringing party.
- 13.4. Notwithstanding the above, both parties retain all of their concurrent rights as provided for under applicable South African legislation.

14. TERMINATION

- 14.1. **Louis B reserves the right to terminate and cancel your Account and/or your access to the Website and/or the Services if you breach any of these Terms and/or Model Terms, or for any other reason provided that Louis B gives reasonable notice to you.**
- 14.2. If you wish to terminate your agreement with the Terms and with Louis B, you may do so by emailing Louis B to request that the profile be deactivated/cancelled and discontinuing your use of the Website and/or the Services.
- 14.3. The obligations and liabilities of the parties incurred prior to the termination date of the agreement and/or use of the Services shall survive the termination of this agreement for all purposes, including the payment of any Agency Fee due and payable by a model to Louis B for any legitimate reason.

15. NOTICES AND SERVICE ADDRESS

- 15.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
 - 15.1.1. in the case of Louis B, at

Email	Address
Louisbjhb@mweb.co.za	Cube, Workspace V&A Waterfront, The Pavilion, Corner Portwood and Dock Rd, V&A Waterfront, Cape Town, 8001

- 15.1.2. in the case of the user, at the e-mail and addresses provided by the user to Louis B in the information submission process when registering their Account or completing the Model Terms.
- 15.2. Any notices to any party will be sent via prepaid registered post, delivered by hand or sent by e-mail. Unless the contrary is proved, any notice:
 - 15.2.1. sent by prepaid registered post will be deemed to have been received on the 5th (fifth) Business Day after posting;
 - 15.2.2. any notice delivered by hand on a Business Day will be deemed to have been received on the date of delivery; provided that if such day is not a Business Day, then such notice shall be deemed to have been received on the 1st (first) Business Day following the date of delivery;
 - 15.2.3. transmitted by email will be deemed to have been received on the same day of transmission; provided that if such day is not a Business Day, then such notice

shall be deemed to have been received on the 1st (first) Business Day following the day of transmission.

- 15.3. The term "**Business Day**" means any day other than a Saturday, Sunday or public holiday in South Africa.
- 15.4. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 15.5. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

16. GENERAL

- 16.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.3 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 16.2. No indulgence, leniency or extension of time granted by Louis B shall constitute a waiver of any of Louis B's rights under these Terms and, accordingly, Louis B shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 16.3. Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.
- 16.4. The headings to the paragraphs to the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 16.5. The user's access and/or use of the Website, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of South Africa.
- 16.6. Should you have any complaints or queries, kindly address an e-mail to Louisbjhb@mweb.co.za advising Louis B of same.
- 16.7. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Louis B in relation to the payment failure or breach.
- 16.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 16.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 16.8 mutatis mutandis.

AGENCY AGREEMENT AND MODEL/TALENT TERMS

between

LOUIS B MODELS CC

a Closed Corporation duly registered and incorporated in terms of the laws of the Republic of South Africa with Registration number 2009/044662/23
of Cube Workspace, Corner of Dock & Portwood Rd, V&A Waterfront, Cape Town,
8001 ("**the Agency**")

and

"the Model"/" Talent"

(collectively referred to as the "**Parties**", or individually as the/a "**Party**")

1. INTRODUCTION

- 1.1. This Agreement contains the Model terms and conditions which govern the commercial agency relationship between the Agent and the Model for when the Model wants to engage the services of the Agency to represent her/him and provide him/her with its services.
- 1.2. **Should the Model be below the age of 18 (eighteen), the lawful guardian/parent of the Model shall be the contracting party with the Agency and accepts all liability and responsibility with regards to this Agreement on behalf of their minor Model ward/child.**
- 1.3. This Agreement must be read in conjunction with the Agency's other applicable terms and policies, specifically the Agency's Privacy Policy and Website Terms of Use and Service.

2. DEFINITIONS

- 2.1. In this Agreement, unless otherwise indicated by the context:
 - 2.1.1. Clause headings are for guidance only and are not relevant to the interpretation hereof;
 - 2.1.2. Words denoting the singular include the plural and vice versa; words denoting any gender include the other, and a natural person includes a legal person and vice versa;
 - 2.1.3. "**Agreement**" shall mean this written contract together with all written annexures and addendums attached to it, from time to time.
 - 2.1.4. "**Booking**" is when a Model has been confirmed for a job and will receive payment for the job;
 - 2.1.5. "**Client**" is the individual or entity contracting with the Agency who will have the usage of the Film, Photographic and/or Still performances derived from a model job
 - 2.1.6. "**Days**" will refer to business days, excluding weekends and public holidays, unless indicated to the contrary.
 - 2.1.7. "**Effective date**" means the date on which the Model confirms their acceptance of this Agreement by clicking "Accept" hereunder, and from which date this Agreement will commence;
 - 2.1.8. "**Model Intellectual Property**" means any and all intellectual property created by or in conjunction with the Model as part of any work performed by the Model pursuant to their engagement with the Agency and all jobs or work created therefrom;
 - 2.1.9. "**Production Company**" means the entity which produces and/or facilitates the making of the advertising material stemming from a Client's job.

3. RELATIONSHIP BETWEEN THE PARTIES

- 3.1. By contracting with the Agency, the Model has agreed to appoint the Agency as her/his formal agent in the South African and international model industry and to accordingly act on his/her behalf and to do all things necessary to fulfil this role to the best interests of both Parties. As such, the relationship between

the Model and the Agency must never be regarded as one of employment, advisory or any other role not stipulated herein.

- 3.2. Please take note that although the Agency is the Model's agent and will facilitate model work for the Model, it is the Model who is always personally responsible for their own satisfactory completion of their duties for any Client and/or Production Company as per their unique specifications, as communicated and/or facilitated by the Agency.

4. DURATION AND TERMINATION

- 4.1. Subject to clause 4.3 below, this Agreement will commence on the Effective Date and will continue for a period of 1 (one) month, where same will be automatically renewed at the end of each month, in perpetuity, until terminated by the parties in accordance with clause 4.3 below.
- 4.2. This Agreement may be terminated in the following circumstances:
 - 4.2.1. the Parties mutually agree in writing to terminate the Agreement;
 - 4.2.2. one Party gives the other Party no less than 30 (thirty) calendar days' written notice of termination; or
 - 4.2.3. either Party becomes entitled to cancel this Agreement in terms of clause 12 below, pursuant to an unremedied breach of this Agreement.
- 4.3. Upon termination of this Agreement for any reason, and unless agreed to otherwise in writing between the Parties:
 - 4.3.1. the Agency/licenced third-party will retain all Model Intellectual Property and associated rights, in perpetuity and for any use, and in all territories;
 - 4.3.2. the Agency shall be allowed to invoice each usage in respect of the Model's previous jobs booked by the Agency whereafter the Model will receive payment as per clause 6 below; and
 - 4.3.3. neither Party will represent itself as being affiliated with the other.

5. SERVICES TO BE RENDERED BY THE AGENCY

- 5.1. As part of its appointment to the Model, the Agency will provide a range of agency services to the Model, including but not limited to: promote/submit the Model/talent for all suitable castings/auditions; attend to Model/Talent contracts and usage rights; and attend to usage renewals or infringements should this arise, (the "**Services**"), where the Model acknowledges that the Agency may not be able to, nor would it be suitable to, offer the exact same Services to every model equally.
- 5.2. The Model agrees and understands that merely being part of the Agency's portfolio of models does not at all guarantee the Model any subsequent jobs or work, which is determined by a range of many factors, most of which are not in the control of the Agency.
- 5.3. The following further information is noted relating to the Services provided to a Model/Talent as well as bookings for a Model/Talent:
 - 5.3.1. Our Model Booker represents talent for all casting briefs we receive from the production companies, casting directors and advertising agencies with whom we work. Your Booker will contact you regarding casting opportunities as well as guide you through the process should you be booked for a job. We are only notified should any of our artists be successful after which we inform the Model. Unfortunately, due to the high number of artists attending, we are only able to respond to those shortlisted or confirmed for a particular job.
 - 5.3.2. When a job has been secured, your Booker will supply you with the wardrobe fitting details and the call-sheet, along with any other additional information as soon as received from production.
 - 5.3.3. In the case of shoots where the Model is a minor, the Agency will furnish production with the necessary documents to apply for child working permits from the Department of Labour. If, post-shoot, a Model informs our Booker of their hours on set, and it appears to be overtime, we will review timesheets and invoice if overtime is applicable.
 - 5.3.4. From casting to invoicing, we offer our Talent optimal representation while having their best interest at heart. We are responsible for all administration, invoicing of performance as well as usage fees and for negotiating fair rates in accordance with industry standards where necessary.
 - 5.3.5. Performance fees are payable every day the Model is on set. Usage fees are based on a percentage of the day fee and vary according to the way in which the final product is used, the territories it is used in, the duration that it is used for as well as the role the Model was booked for. Should a client wish to renew the commercial, we handle renewals and the invoicing.

thereof. In the rare case of usage infringements, the Agency Accounts Department will deal with the situation accordingly and keep the Model informed.

6. REMUNERATION TO THE MODEL

- 6.1. The applicable job rates will not always be available before a job is done and complete since the Agency does not always have the rates beforehand. Notwithstanding this, the standard calculation of the rates will be as follows:
 - 6.1.1. On all bookings the Agency charges a booking fee of 20% (twenty percent) to the client on all hourly, daily and usage fees. This 20% (twenty percent) will be included in the original quote/fee from the client. This is between the Agency and Client.
 - 6.1.2. The Agency will deduct 20% (twenty percent) commission from the Model's paid rate for all jobs and the Model understands that this has no bearing on the 20% (twenty percent) booking fee paid by the Client.
 - 6.1.3. Both Agency fees and Model/Talent fees will be invoiced by the Agent.
 - 6.1.4. Agency fee calculated at 20% (twenty percent);
 - 6.1.5. Booking fee calculated at 20% (twenty percent) plus VAT at 15% (fifteen percent); and
 - 6.1.6. Upon completion of a job the Production Company will invoice the Client. The Client pays the Production Company where after the Production Company pays the Agency.
- 6.2. Payment to the Model may take up to 90-120 days after the job is complete but could take longer due to the process of obtaining payment as said out above.
- 6.3. It is the responsibility of the Model and/or Parent and/or legal guardian to ensure that the Agency has the correct banking details of the Model and indemnifies the Agency against any losses as a result of incorrect banking details and/or fraud or the failure to update any details of the Model, including banking details.
- 6.4. The Agency will not be held liable should the rate have been incorrectly provided on the casting invitation or if the rate changes or in the rare case that we have made an error on our side with giving the incorrect rate.
- 6.5. The Model understands that, during the period of this Agreement and thereafter in perpetuity, all fees arising from contracts, including renewed and / or re-negotiated contracts, originally arranged by the Agency between the Client and the Model shall continue to be receivable by the Agency who will pay the Model's fees in accordance with the terms agreed herein. The only exception to this rule would be in the event of the Agency having closed.

7. POWERS OF THE AGENCY & SPECIAL POWER OF ATTORNEY

- 7.1. **In order to be an agent for the Model, the Model hereby grants a Special Power of Attorney to the Agency and hereby appoints and nominates the Agency with the authority of substitution to be its lawful agent in her/his name, place and stead and to negotiate and sign ALL FILM, PHOTOGRAPHIC AND STILL'S PERFORMANCE AGREEMENTS, on her/his behalf, and also among other things, but not limited to, negotiating the terms of any such agreement, the Model's rates and usages, and generally, for affecting the purposes of any such agreements.**
- 7.2. **Same Special Power of Attorney also enables and allows the Agency to do or cause to be done whatsoever which shall be requisite, as fully and effectually, to all intents and purposes, as the Model might or could do if personally present and acting in their own capacity.**
- 7.3. **This Special Power of Attorney shall subsist automatically for the duration of this Agreement and shall terminate automatically upon its termination for any reason.**

8. MODEL'S/TALENT'S RESPONSIBILITIES

- 8.1. The Model and/or the Parent and/or Legal Guardian are at all times responsible for their and the Model's safety and their comprehensive insurance.
- 8.2. The decision as to whether a Booking is to be confirmed will be taken by the Client and the Agency cannot guarantee a booking.
- 8.3. It is the responsibility of the Model and/or the Parent and/or Legal Guardian to be available and reliable.
- 8.4. It is the responsibility of the Model and/or the Parent and/or Legal Guardian to register the Model with the South Africa Revenue Services, although the Agency will also be able to attend to the necessary at an additional cost.

- 8.5. The Model undertakes to be available for modelling work (Film and Stills) and will abide by the terms agreed between the Agency and Client, provided that the engagement is one which is in the ordinary course of my work.
- 8.6. All Models pay VAT and PAYE as per the National Association of Model Agencies' ("NAMA") and South African Revenue Services' ("SARS") Rules and Regulations. The PAYE can be claimed back from SARS. PAYE is the Model/Guardian's responsibility.
- 8.7. It is the responsibility of the Model and/or the Parent and/or Legal Guardian to inform the Agency should the Client contact them directly and to notify the Agency of all the information pertaining to the shoot to enable the Agency to invoice the Client correctly and request payment. In the event that the Client pays the Model in cash the full amount due, the Model acknowledges that the payment includes the Agency's commission and booking fee and undertake to reimburse the Agency's accordingly within 3 (three) days after receipt of the payment.

9. EXCLUSIVITY

For the duration of this Agreement, the Model will not be allowed to conclude any other agreements with other model agencies or to attend shoots of other model agencies or to do related work for other model agencies.

The Model acknowledges that he/she will not sign any documents relating to bookings without first consulting the Agency for the duration of this Agreement.

10. INTELLECTUAL PROPERTY

- 10.1. Unless otherwise agreed to in writing between the Parties, all Model Intellectual Property shall automatically vest in either the Agency or an authorised third party who has licenced same from the Agency or the rightful owner thereof.
- 10.2. Accordingly, the Agency and/or authorised third party, as rightful owner of the Model Intellectual Property and all associated rights thereto, may utilise the Model Intellectual Property as it sees fit (within all applicable laws), in all territories, and in perpetuity.
- 10.3. Further, the Model will accordingly have no further right nor claim to such Model Intellectual Property.

11. INDEMNITY AND DISCLAIMERS

- 11.1. **The Model and the Parent and/or Legal Guardian indemnifies the Agency against any delay, loss, damages, injury, sickness or death arising from any cause or in any manner whatsoever at the Agency's offices and/or studio or at the offices and/or studio of the Client and/or Production Company or at any other premises before, during and after being on set and/or casting, call- back, wardrobe fitting or during other attendances related to this Agreement.**
- 11.2. **The Model acknowledges that, while potential Clients are believed to be reputable and creditworthy, the Agency does not guarantee, and is not responsible for, the payment of fees and expenses in relation to such engagements. I further expressly agree that the Agency shall not be liable to me should any Client engagement prove unsatisfactory in any respect.**
- 11.3. **All premises will be entered by the Model at his/her own risk.**
- 11.4. **The Agency shall not be liable for any damages, loss of personal property, personal injuries and/or death of the Model and/or Parent and/or legal guardian and/or companion sustained as a result of this Agreement.**

12. BREACH

- 12.1. If any party ("**the defaulting Party**") commits a breach of this Agreement and persists with such breach for more than:
 - 12.1.1. 7 (seven) days after being called upon in writing to rectify same, then the innocent Party shall be entitled (but not obliged) without prejudice to any other rights or remedies which it may have in law, including the right to claim damages, to enforce the Agreement; and/or
 - 12.1.2. 20 (twenty) business days after being called upon in writing to rectify same, then the innocent Party shall be entitled (but not obliged) without prejudice to any other rights or remedies which it may have in law, including the right to claim damages, to cancel this Agreement notwithstanding any steps already taken to enforce the Agreement.
- 12.2. In the event of the any Party incurring any legal expenses as a result of any breach of this Agreement by any other Party to this Agreement, such innocent Party shall be entitled to claim such expenses from the Party in default on attorney-and-own-client scale, including collection commission and tracing fees,

regardless of whether or not legal proceedings are formally commenced and regardless of the forum in which such proceedings are commenced.

13. WARRANTIES BY THE PARTIES

By accepting this Agreement, each Party hereby warrants and confirms that the meaning and consequences of all the provisions of this Agreement were explained to them to their satisfaction and that they were given enough time to consider the terms of this Agreement prior to its conclusion.

14. DISPUTE RESOLUTION

Please see the Website Terms, which Disputes clause shall apply equally hereto in the event of a dispute regarding this Agreement.

15. DATA PROTECTION AND PERSONAL INFORMATION PRIVACY

15.1. All of the Model's personal information shall be processed in accordance with our Privacy Policy.

15.2. Due to the nature of our Services as a provider of models of all ages and genders, we process not only your general personal information, but also special categories of personal information, biometric data, minor's information and sensitive information. As such, we do collect "Special Categories of Personal Data" about you (this includes details about your race or ethnicity and biometric data, as well as data about minors), which you hereby expressly consent to Louis B doing. We process Special Categories of Personal Data in accordance with South African laws requiring us to do so, and also due to the personal nature of Louis B as a provider of individually-tailored model agency services requiring such information to operate, which you understand and expressly consent to. We enforce additional special precautions regarding the safety and integrity of any Special Categories of Personal Data provided to us.

15.3. All users, models and parents/guardians understand and agree that the Website may publish and/or advertise any Louis B model/s as it sees fit on its Website and other platforms, obviously ensuring that all such publication/advertisement is appropriate, decent, reasonable and never constitutes any illegal activity.

15.3.1. As the internet is inherently a dangerous place and is not controllable by any single party, parents/guardians expressly understand the inherent dangers of the internet and of making footage of their wards/children available online and generally, and take all responsibility for allowing Louis B to do so as part of its Services rendered.

15.3.2. As such, all parents/wards expressly indemnify Louis B against any claim or liability accrued to Louis B by virtue of Louis B using same parents'/guardians' children's/wards' footage online and in any and all of its public advertisement.

15.3.3. For any queries regarding on what platforms your childs'/wards' footage may currently be used on, please contact louisbjhb@mweb.co.za for further information.

16. GENERAL CLAUSES

16.1. This Agreement represents the entire Agreement between the Parties and no other conditions, stipulations, warranties or representations made by either Party or their Agent to the other, other than such as may be included herein, shall be binding on the Parties.

16.2. No variation or cancellation of this Agreement shall be binding on the Parties unless reduced to writing and signed by both Parties or their agents.

16.3. No extension of time or indulgence which either Party might grant to the other shall have any effect on the rights which either Party might have in terms of this Agreement. Should either Party not strictly enforce their rights under this Agreement this will not amount to a waiver of such a right, and it shall also not be regarded as creating a new or varied agreement.

16.4. If any provision of this Agreement is found to be wholly or partly invalid, unenforceable or unlawful, then:

16.4.1. to the extent of its invalidity, unenforceability or unlawfulness such provision will be severable from the remainder or the Agreement; and

16.4.2. the remainder of this Agreement will remain in full force and effect.

16.5. This Agreement shall be governed and construed and performed solely in accordance with the laws of the Republic of South Africa.

16.6. Neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or part, to any other party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.