

Terms and Conditions for Booking with Inega Model Management Private Limited

These terms and conditions ("Agreement") constitute a legally binding contract between you (referred to herein as "Client" or "you") and Inega Model Management Private Limited ("Inega" or "Agency"), governing your use of Inega's services and/or those of the Individuals represented by Inega for the purposes of your booking. By pursuing the booking further, you confirm that you have read and agree with the terms and conditions in this Agreement.

Definitions:

- **Individuals:** Any person represented as an artist, model, or talent at Inega Model Management Private Limited, and on whose behalf the booking is made by Inega.
- **Force Majeure Events:** Unforeseeable circumstances beyond the control of the parties, such as natural disasters, acts of terrorism, government regulations, or any other events that prevent the fulfillment of contractual obligations.
- **Exclusivity Fee:** A payment made to ensure that the individual does not provide services to competitors during the agreed-upon period.
- **Shift:** A defined period of time for which booking fees are charged, typically 8 hours from the call time, unless otherwise stated.

1. Permitted Use:

Booking fees cover the right to use the produced content (static or motion) for one year from the date of booking, within India only, for the initial permitted use, unless otherwise stated via a confirmation email from Inega.

2. Daily Rate:

Booking fees are charged per shift, typically 8 hours from the call time unless otherwise stated via a confirmation email from Inega. Overtime beyond the initial 8-hour shift will be charged at a rate determined by Inega, or as agreed upon in writing.

3. Pre-Agreement for Night Shift:

Inega must be informed at the time of booking for any work scheduled between 2100 hours and 0900 hours. Additional fees may apply for night shifts, and these should be agreed upon in advance in writing.

4. Additional Expenses:

The Client is responsible for reimbursing all expenses incurred by Inega on behalf of Individuals. Inega will obtain prior approval before incurring any such expenses, and reimbursement should be made within the timeline specified by Inega.

5. Outstation Bookings:

For outstation bookings (cities where the Individual is not domiciled), the Client must provide air travel, if available, and ground transportation. Hotel accommodations shall be for single occupancy with full board (except international calls and alcohol), and the costs shall be borne entirely by the Client. Any exceptions or variations for international travel should be agreed upon in advance in writing.

6. Additional Fees:

Additional fees must be agreed upon at the time of booking or before any additional usage. Inega reserves the right not to negotiate any additional usage beyond that agreed at the time of booking. Additional fees are payable for the right to use the produced material for any additional medium, period, or territory other than the initial

permitted use. Proper credits should be provided as "Name of Individual represented by Inega" wherever applicable.

7. Invoicing:

Payment is required immediately upon receipt of all invoices. The Client who books the Individual will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of booking. Interest at a rate of 12% per annum shall be applicable from the date of the invoice if payment for the said invoice is not processed within 90 days of receipt.

8. Non-Compete Clause:

An Individual may provide services to any competitor of the Client/brand unless an exclusivity fee is negotiated at the time of booking, in writing. It is the Client's responsibility to verify whether conflicting work has been undertaken prior to confirming the booking.

9. Cancellations:

If a booking is cancelled after confirmation, the full booking fee will be charged unless exceptions apply due to force majeure events, which should be communicated and agreed upon in writing.

10. Weather-related Cancellations:

If a project is cancelled or there is non-performance due to weather-related issues, no force majeure shall apply, and the full booking fee will be charged.

11. Meals:

Clients are responsible for providing meals to Individuals on all bookings, adhering to the model's preferences or dietary restrictions.

12. Copyright:

The Client, and anyone obtaining rights from or through them are not entitled to use any images beyond that agreed or permitted. They agree to restrict use and exploitation of the copyright. If the Client is not the photographer, they must ensure that all parties involved are aware of these terms and conditions before the shoot commences.

13. Insurance:

The Client is responsible for the safety of the Individual and must ensure that all other personnel engaged in connection with the booking are properly qualified. The Client shall insure against any losses that might be suffered if the Individual is unable to attend the booking due to ill health or other reasons.

14. Contractual Matters:

All matters relating to the use of the Individual's image, any other services supplied by the Individual, and all fees must be negotiated and agreed only with Inega. Any agreements or documents requiring the Individual's signature are not binding unless agreed upon in writing by Inega.

15. Dispute Resolution:

These terms and conditions and all matters connected with the booking are governed by Indian law, and any dispute will be settled in accordance with that law, either by a court in Mumbai or by such other method as might be agreed upon at the time of the dispute.

16. Complaints:

Any cause for complaint should be reported in writing when it arises. Complaints cannot be considered retrospectively.

17. Supremacy of Terms:

These terms and conditions take precedence over any terms and conditions received from the Client, even if those terms and conditions have a clause similar to this. The produced material may not be used until all fees are paid in full.

18. Confidentiality:

The Client agrees to keep confidential any proprietary or sensitive information shared by Inega or the Individuals during the course of the booking. This includes, but is not limited to, contract terms, personal information of the Individuals, and any trade secrets or confidential business practices of Inega.

19. Termination:

The Agency may terminate this Agreement with immediate effect by providing written communication to the Client if the Client commits a breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach upon being notified to do so. Rights and obligations that by their nature should survive termination shall remain in effect after termination, including, but not limited to, confidentiality obligations, indemnification, and limitation of liability.

20. Indemnification:

The Client agrees to indemnify, defend, and hold harmless Inega and its representatives from and against any and all claims, liabilities, damages, losses, and expenses (including legal fees) arising out of or in connection with any third-party claim relating to the Client's use of the services provided under this Agreement.

21. Force Majeure Events:

Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control,

including but not limited to acts of God, natural disasters, war, terrorism, government regulations, labor strikes, and power failures. If such an event continues for more than 30 days, either party may terminate this Agreement upon written notice.

22. Non-Disparagement:

The Client agrees not to engage in any conduct or make any statements that would harm the reputation, goodwill, or commercial interests of Inega or the Individuals represented by Inega.

23. Agent's Responsibility and Limitation of Liability:

While every endeavor is made to provide satisfactory and efficient service to our Clients, as the agent, Inega acts solely as an intermediary between the Client and the Individuals represented. Inega shall not be held responsible for any loss, damage, or liability, whether direct or indirect, incurred by the Client, brand, or any third party arising out of or in connection with the services provided by the Individuals. Inega's liability is expressly limited to the extent permitted by law.

24. Exclusive Jurisdiction:

All disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Mumbai, India.