

PROJECT TERMS

- 1.1. Model Management's platform ("Platform") enables models registered on it ("Model") to make use of an offer of an external service provider called MEERO ("MEERO"). MEERO offer is to organize and realize a private professional photo shoot with the Model.
- 1.2. Upon Model's acceptance of a MEERO Offer (as defined below) through the Platform, the photoshoot shall be considered a "Project", and the Project shall be regulated by the following agreements (collectively, the "Project Agreement"): (1) these Project Terms; and (2) MEERO Offer as offered and accepted on the Platform, to the extent that they are not inconsistent with these Project Terms, which contains the specific terms of any Project.
- 1.3. Please read these Project Terms carefully as they contain important information about all parties' rights and responsibilities in respect of each Project.
- 1.4. The Project Agreement is between the Model, MEERO and Model Management. The photographers that realize the photoshooting are subcontractors of MEERO.

ACCEPTANCE OF A MEERO OFFER

- 2.1. MEERO will offer photoshoots to the Models who purchased a Meero Offer on the Platform ("Project Services").
- 2.2. MEERO Offer will set out the details and services performed by MEERO in respect of a Project, including the fees to be paid by the Model to Model Management ("Project Fees").
- 2.3. By accepting a MEERO Offer, the Model is confirming that he/she understands and accepts (and is able to understand and accept) the terms of the Project Agreement and agrees to be bound by them.

RESPONSIBILITIES AND PERFORMANCE

- 3.1. All parties warrant and represent that they have full capacity to enter into this Project Agreement and perform its obligations under it.
- 3.2. MEERO will provide the services in accordance with the Meero Offer.
- 3.3 MEERO will maintain all necessary permits, licences and consents to provide the services in accordance with the Meero Offer and such obligations shall be performed in compliance with all applicable laws and regulations (including but not limited to any employment or advertising law or health and safety requirements in effect from time to time); and
- 3.4. MEERO is responsible for ensuring that its subcontractors observe all professional and ethical standards set forth in the [Code of Conduct](#), and obtain and maintain throughout the Project Agreement term appropriate and adequate insurance to cover all liabilities and risks that may arise in respect of the Project Agreement and as required to be put in place in accordance with applicable law
- 3.5. All parties agree to act in good faith in performance of this Project Agreement.

3.6. Model Management will invoice the Models for all Services provided, and will be responsible for any payment dispute regarding the Services.

3.7 Model shall select a location to conduct the photoshoot, and provide all relevant information to Meero. Model will not be able to modify such location afterwards.

FEES AND PAYMENT

5.1. The Model will be liable for payment of the Project's Fees in accordance with the rates and amounts specified in the Meero Offer and shall pay such amount to Model Management upon acceptance of the Meero Offer.

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

CANCELLATION

6.1. If a Project is cancelled by the Model at least 48 hours prior to the Project start date, Model shall pay 50% of the Fee for the cancelled Project to Model Management.

6.2. If a Project is cancelled by the Model within 48 hours of the Project start date, Model shall pay 100% of the Fee for the cancelled Project to Model Management.

INTELLECTUAL PROPERTY AND DATA PROTECTION

"Intellectual Property Rights" means all patent rights, copyright rights, moral rights, rights of publicity, trademark, service mark rights, goodwill, trade secrets and other Intellectual Property Rights as may now exist or hereafter come into existence and all applications therefore and registrations, renewals and extensions thereof.

7.1. Model will own all Intellectual Property Rights in the content and materials created in connection with a Project and Model Management and Meero are granted a non-exclusive, irrevocable, sub-licensable, royalty-free licence to use all content and materials and all Intellectual Property Rights and all other rights in all content that is created in connection with a Project and/or a Project Agreement for the duration of applicable copyrights.

7.2. In addition, Model grants to Meero and Model Management, the following irrevocable rights on the Property, for the whole world and for a duration applicable copyrights:

- the right to use and reproduce Model's likeness and image in any support, whether now existing or create in the future, analog, digital, organic, in all definition and version, devised as part of the Project.
- the right to adapt and to modify the likeness and image, and the right to reproduce and use such adaptations and the modifications, as part of the Project.
- the right of representation of, the right to publish and to communicate the likeness and image to all audience and destination by all means of communication on its websites and web properties.

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

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

7.5. Model personal data will be held and kept secure by Model Management and MEERO and processed by Model Management and Meero in accordance with applicable data protection laws. The Model is aware that Model Management and MEERO may process Model's personal data in accordance with [MEERO's privacy policy](#) or Model Management' privacy policies.

PERFORMANCE OF SERVICES

8.1. MEERO and its subcontractors will treat the Models with respect and professionalism and MEERO and its subcontractors take all steps necessary to ensure that the safety of the Model is protected and maintained at all times whilst MEERO is providing its services to the Model.

8.2. MEERO will carry out the following:

8.2.1 ensure that its subcontractors comply with the [Code of Conduct](#).

8.2.2. ensure that all subcontractors with who MEERO contracts in relation to the delivery of the services are suitably qualified, experienced and professional and treat the model in a professional and respectful manner;

8.3 The Models undertake to comply with the [Code of Conduct](#).

CONFIDENTIALITY

9.1. The parties undertake that they shall keep secure and not at any time disclose to any person any information relating to the Project Agreement or any of the other party's information which we reasonably consider to be confidential, including but not limited to details of relationships with or knowledge of the requirements of the other party; details of, or the business methods, finances, prices or pricing strategy, marketing or development plans or strategies and any other information made available to either party via the Platform or Services which is or ought reasonably to be considered confidential in nature ("Confidential Information") without prior written consent, except as permitted by clause 9.2.

9.2. Either party may disclose Confidential Information as required by law or to their employees, officers, sub-contractors, representatives or advisers who need to know such information for the purposes of carrying out their obligations under the Project Agreement, provided that either party shall ensure that such employees, officers, sub-contractors, representatives and advisers comply with this clause 9.

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

LIABILITY

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

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

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

10.4. All party's total aggregate liability in Project Agreement, tort (including negligence), breach of statutory duty, or otherwise, under or in connection with this Project Agreement shall be limited to the Project Fee.

DISPUTE RESOLUTION

11.1. Models agree to report any complaints or disputes, as soon as they arise to Model Management and Model Management will deal with them.

OTHER IMPORTANT TERMS

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

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

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

12.5. The Project Agreement constitutes the entire agreement between Model, Model Management and MEERO in relation to the Project Services.

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

12.7. The Project Agreement shall be governed and interpreted in accordance with French law. All Parties agree to submit to the exclusive jurisdiction of the Tribunal du Commerce of Paris.