



Vamp Talent Agency Terms and Conditions

These are the Terms and Conditions referred to in the Vamp Platform.

You agree that by using the Vamp Platform and/or by pressing 'Yes'/'I accept/Submit', these Terms and Conditions (and any Brief, where you have accepted a Brief on the Vamp Platform) will be the Agreement governing the relationship between you and Vamp in respect of that Brief and you agree to be bound by these Terms and Conditions.

To the extent of any inconsistency between the Brief and these Terms and Conditions, the Terms and Conditions prevail.

1 Definitions and interpretation

1.1 Definitions

In this document, the following definitions apply unless the context indicates otherwise:

- (1) **Agreement** means this document;
- (2) **Brand** means a brand, client and/or company seeking advertising or promotional services via the Vamp Platform;
- (3) **Boost or Spark** means to further promote or amplify any materials, Content or Posts across social channels, including by sponsorship, paid media or otherwise;
- (4) **Brand Terms** means the brand terms and conditions available in the Brief.
- (5) **Brand Materials** means material in any form, including drawings, reports, specifications, images, photos, videos and media in Graphics Interchange Format and other proprietary media types (howsoever constituted) and other documents provided by a Brand to Talent or TALENT AGENCY in connection with the Agreement and the Services;
- (6) **Brief** means a set of instructions posted on the Vamp Platform by a Brand;
- (7) **Campaign** means advertising or promotional services provided to a Brand in accordance with its Brief via the Vamp Platform;
- (8) **Commencement Date** Date means the date the Talent Manager submits the Talent to the brief, or any other date agreed between the parties;
- (9) **Confidential Information** means all information disclosed (including inadvertently) by a Disclosing Party in connection with the Agreement, all information disclosed by a third is required to be kept confidential, including (without limitation):



- (a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of the Discloser or a third party to whom the Discloser owes an obligation of confidentiality;
 - (b) Information derived partly or wholly from the information, including (without limitation) any calculation, conclusion, summary, computer modelling;
 - (c) trade secrets or information that is capable of protection at law or equity as confidential information;
 - (d) any other information provided by the Disclosing Party in connection with the Agreement;
 - (e) and the parties agree that the terms of the Agreement are jointly owned Confidential Information.
- (10) **Content** means material in any form, including drawings, reports, specifications, images, photos, videos and media in Graphics Interchange Format and other proprietary media types (howsoever constituted) and other documents provided by Talent in the provision of the Services, but not including Brand Materials or Vamp Materials;
- (11) **TALENT AGENCY** means TALENT AGENCY
- (12) **Existing Brand Relationship** means TALENT AGENCY's existing partnership and obligations with a Brand in respect of a campaign:
- (a) outside of the Vamp Platform; and
 - (b) not introduced to TALENT AGENCY by Vamp.
- (13) **Force Majeure Event** means any of the following causes provided that they are outside the reasonable control of the affected party and could not have been prevented or avoided by that party taking all reasonable steps:
- (a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;
 - (b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;
 - (c) act of public enemy, sabotage or malicious damage, terrorism or civil unrest;
 - (d) ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel;
 - (e) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority (except where such arises out of a failure by a party to comply with any Law);
 - (f) health crisis or pandemic of any nature; or



- (g) strikes, blockades, lock out or other industrial disputes other than an industrial dispute that only involves the party's personnel.
- (14) **GST** means Goods and Services Tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (15) **Influencer** means persons, including social media influencers, other than Talent, on the Vamp Platform or engaged or contracted by Vamp;
- (16) **Information** means basic personal information when registering for the Vamp Platform or making an application for a Brief on the Vamp Platform including, but not limited to:
 - (a) your name,
 - (b) your business name (if any),
 - (c) your mobile telephone number,
 - (d) your billing details,
 - (e) your email address,
 - (f) Paypal and or Bank account details; and
 - (g) other information as might be required by Vamp from time to time, including tax status.
- (17) **IPR or Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, design rights, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights of any kind, including background IPR, whether registrable or not in any country, including any renewals or extensions thereof;
- (18) **Jurisdiction** means the State of New South Wales in the Commonwealth of Australia;
- (19) **Privacy Policy** means Vamp's Privacy Policy available at <https://vamp.com/terms-privacy/privacy-policy/>;;
- (20) **Services** means the services defined in clause 4.1;
- (21) **Taxes** means GST, VAT or any sales tax that may apply in the Jurisdiction to the provision of the Services under the Agreement;
- (22) **Talent** means an influencer or social media person managed by TALENT AGENCY for the purpose of sourcing Campaigns;
- (23) **Talent Fee** means the amount paid to the applicable Talent in respect of a Campaign/s pursuant to a Brief. The Talent Fee will incorporate:
 - (a) TALENT AGENCY's fee for the Services;



- (b) the right for Vamp or a Brand to Boost or Spark Content as applicable on any social media platform during any Campaign, and for 60 days thereafter.
- (24) **Talent Terms** means the creator/Influencer terms and conditions available at <https://vamp.com/vamp-creator-terms-and-conditions>; ;
- (25) **Term** means from the Commencement Date until the termination of this Agreement pursuant to the Terms and Conditions;
- (26) **Terms and Conditions** means the terms of this Agreement;
- (27) **Usage Rights** means any additional usage rights in relation to the Services or the Content sought Vamp on the basis that an additional fee is paid for those usage rights;
- (28) **Vamp** means Visual Amplifiers Limited ABN 13 601 198 850;
- (29) **Vamp Materials** means material in any form, including drawings, reports, specifications, images, photos, videos and media in Graphics Interchange Format and other proprietary media types (howsoever constituted) and other documents provided by Vamp to TALENT AGENCY including to assist TALENT AGENCY in their use of the Vamp Platform;
- (30) **Vamp Platform** means the Vamp Phone Application as available on iOS and Android or any other platform, from time to time, all Vamp products, Vamp Materials, all versions and add-ons, including the Vamp name, Intellectual Property, brand, logo and software and technology stack consisting of a set of instructions or statements in machine readable form and any update of that technology (or any part of it) provided by Vamp to TALENT AGENCY, and includes any process, product or item which is made by use of, or incorporates or is derived from, any part of the Vamp Platform, including any further technology developed which incorporates or is derived from the Vamp Platform.

2 Interpretation

- (1) In this document, unless the contrary intention appears, any reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:
 - (i) any amendment or replacement of it; and



- (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
 - (g) dollars means Australian dollars unless otherwise stated in the Quote.
- (2) “Including” and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

3 Application of this Agreement

- (1) This Agreement applies to TALENT AGENCY’s use of the Vamp Platform in respect of Talent;
- (2) Notwithstanding any term of this Agreement, Vamp may, at any time, and at its sole discretion, modify the:
 - (a) Terms and Conditions; and/or
 - (b) Brand Terms; and/or
 - (c) Talent Terms.
- (3) Vamp will provide notice to TALENT AGENCY of these modifications through the Vamp Platform.
- (4) TALENT AGENCY’s use of the Vamp Platform following any modification to the Terms and Conditions will be subject to the most current version of the Terms and Conditions.

4 Services

4.1 The Services

- (1) The Services include, without limitation, the following, to be completed by TALENT AGENCY and Vamp:
 - (a) Subject to TALENT AGENCY’s compliance with the terms of this Agreement, Vamp to provide access to the Vamp Platform to TALENT AGENCY, for the purpose of engaging Talent in connection with a Campaign or Brief, in exchange for the Talent Fee payable to TALENT AGENCY;
 - (b) TALENT AGENCY to have access to all Briefs posted to the Vamp Platform by any Brands;



- (c) TALENT AGENCY to apply for a Campaign or Brief on behalf of Talent via the Vamp Platform;
- (d) TALENT AGENCY to manage Talent on the Vamp Talent in respect of Campaigns;
- (e) TALENT AGENCY to ensure that they procure Talent, without limitation, do the following in connection with a Brief:
 - (i) follow any and all instructions in a Brief, including any deadlines;
 - (ii) posting of images, videos, “Boomerangs”, gifs or other media (including “Instagram TV” and “Instagram Stories”) on Instagram or other social media channels in respect of a nominated brand, product or other matter (**Post**);
 - (iii) make multiple Posts as part of a brief;
 - (iv) in connection with any Posts referred to in paragraph (i)
 - (A) using #tags, @mentions as required in the Brief;
 - (B) posting in the correct format (eg. videos, photos, “stories”);
 - (C) not posting content which relates to certain matters, brands or topics during a designated date range (or in perpetuity) or not using any #tags, @mentions etc; and
 - (D) without limitation, posting at certain times, posting during certain time periods, maintaining Posts for certain time periods, posting with the frequency required during a designated date range; and
 - (E) granting and allowing Vamp to have “partner” access to any social media accounts for a specified period.

(the **Services**).

5 Applying for a Brief or Campaign, and conduct of a Campaign

- (1) In order to use the Vamp Platform, TALENT AGENCY must ensure:
 - (a) Talent sign up to the Vamp Platform, including to agree to the Talent Terms;
 - (b) Talent connect their social media accounts to the Vamp Platform for the entire duration of this Agreement.
- (2) TALENT AGENCY is to manage Talent in respect of Campaigns or Brief in providing the Services to Brands and Vamp.
- (3) TALENT AGENCY may present Briefs or Campaigns to Talent via the Vamp Platform only.



- (4) TALENT AGENCY should apply for a Brief on behalf of Talent by following instructions set out in the Vamp Platform.
- (5) The following conditions apply to any application TALENT AGENCY makes for a Brief:
 - (a) Vamp has sole and exclusive discretion to determine whether to accept TALENT AGENCY's application for a Brief;
 - (b) Vamp may in its sole discretion, remove or deny Talent from the Vamp Platform. TALENT AGENCY has no entitlement to any recourse in respect of same;
 - (c) if TALENT AGENCY or the Talent are asked to provide information in connection with any application for a Brief, TALENT AGENCY represents and warrants to Vamp that the information provided is true and correct. For the avoidance of doubt, this information may include, but is not limited to:
 - (i) information as to whether TALENT AGENCY or a Talent have worked with a Brand previously, or other brands or companies TALENT AGENCY or Talent have worked with; and
 - (ii) any Information. TALENT AGENCY agrees and acknowledge that the accuracy and veracity of the information it provides to Vamp is critical in Vamp making an assessment of whether Talent are selected to provide Services under a Brief.
- (6) All communication regarding the co-ordination and management of a Campaign by TALENT AGENCY must be via the Vamp Platform. For the avoidance of doubt, any communication between TALENT AGENCY, the and the Talent in respect of a prospective or actual Brief or Campaign introduced to TALENT AGENCY via the Vamp Platform must be via the Vamp Platform. To the extent that any communication by TALENT AGENCY in respect of a Brief of Campaign occurs outside of the Vamp Platform and in direct breach of this Agreement, TALENT AGENCY warrants and undertakes to provide that communication to Vamp within 24 hours of a request made by Vamp.
- (7) Without limiting any other provision in this Agreement, TALENT AGENCY agrees, and will procure that Talent will not negotiate or attempt to negotiate or otherwise accept terms or payments from Brands outside the Vamp Platform in connection with a Campaign or Brief, whether or not the Talent or TALENT AGENCY has applied for such Campaign or Brief. Any attempt to circumvent the Vamp Platform may result in TALENT AGENCY or the Talent's removal from the Vamp Platform in Vamp's sole discretion.

6 Pricing and Payment

6.1 Pricing of Talent Fees

- (1) TALENT AGENCY will have absolute and full discretion in pricing the Talent Fee.
- (2) TALENT AGENCY is to provide Vamp with the Talent Fee on application of any Brief.



- (3) TALENT AGENCY acknowledges that it is responsible for payment of any fee payable to Talent through the Vamp Platform.

6.2 Payment for Services

- (1) All payments by Vamp to TALENT AGENCY in respect of a Campaign must be made through the Vamp Platform.

6.3 Payment Method

- (1) All payments made by Vamp will be through PayPal using the details provided by TALENT AGENCY at the time of entering into this Agreement, or such other payment method agreed between TALENT AGENCY and Vamp in writing.
- (2) To the extent a quoted Talent Fee for a Brief is in currency which is required to be converted to another currency for any reason (for example, by a request or out of necessity by Vamp), then the foreign exchange rate which applies to that payment will be the lower (being the conversion exchange rate applying to the currency quoted for the Talent Fee in a Brief for the conversion to the required currency) of:
 - (a) the exchange rate applying at the time the Agreement is entered into; and
 - (b) the exchange rate applying at the time the Talent Fee becomes due and payable under the Agreement.

6.4 Application of Payments

- (1) Any payment made by a Brand in respect of a Campaign to Vamp may be applied by Vamp in any manner it sees fit.
- (2) Any payment made by Vamp to TALENT AGENCY may be applied by Vamp to any invoice issued by TALENT AGENCY or Talent in any manner it sees fit.

6.5 Time for Payment

- (1) Talent Fees will be paid by Vamp within 45 (forty-five) days of receipt of an invoice generated through the Vamp Platform by TALENT AGENCY or Talent, using the Talent Fee input by TALENT AGENCY at the time of applying for a Brief, or as specified in a Brief.
- (2) An invoice shall only be issued through the Vamp Platform on successful completion of the Services by Talent in respect of a Campaign.

6.6 Taxes

- (1) Vamp will pay an additional amount for Taxes if this is applicable to TALENT AGENCY and/or the Services in the relevant Jurisdiction. Vamp may also, from time to time, deduct withholding tax or any similar type of tax from amounts payable under this Agreement required by any law.

7 Intellectual Property



7.1 Vamp Platform and Vamp Materials

- (1) Notwithstanding any other term of this Agreement, IPR in the Vamp Platform, and Vamp Materials remains the property of Vamp;
- (2) TALENT AGENCY acknowledges and agrees that their use of the Vamp Platform or any Vamp Materials does not grant any right, title or interest in the Vamp Platform, Vamp Materials or any IPR in the Vamp Platform or Vamp Materials.
- (3) TALENT AGENCY agrees that it will not use the Vamp Materials or Vamp Platform other than for its permitted use of the Services.
- (4) TALENT AGENCY must not use nor make copies of any Vamp Materials or IPR in connection with any work other than work comprised in this Agreement and forming part of the Services unless express written approval is given in advance by Vamp (on behalf of Vamp Australia).

7.2 Brand Materials

- (1) TALENT AGENCY acknowledges and agrees that their use of any Brand Materials pursuant to this Agreement does not grant any right, title or interest in the Brand Materials.
- (2) TALENT AGENCY agrees that it will not use the Brand other than for its permitted use of the Services.

7.3 Content

- (1) All Content and all IPR in that Content is the property of the Talent.
- (2) TALENT AGENCY acknowledges that the Talent grants a licence to Vamp in all of the Content, including the IPR in the Content, on the same terms that the Talent grants a licence to any social media platforms, including Facebook, Instagram, TikTok or YouTube (whichever the case may be) in which Talent are required to Post. If Talent are required to Post on multiple social media platforms, the terms of the licence in all of the Content to Vamp will be on the same licence terms as those granted to TikTok.
- (3) If there is any doubt as to the terms of the licence in clause 6.2(2), TALENT AGENCY acknowledges that the Talent grant an unconditional, non-exclusive, royalty-free, transferrable, sub-licensable, worldwide licence to host, use, distribute, modify, adapt, reproduce, run, copy, publish and/or transmit, publicly perform or display and/or distribute, translate and create derivative works of Content, including but not limited to:
 - (a) for Vamp's own internal and external marketing purposes and communications with prior written consent by TALENT AGENCY;
 - (b) in the provision of the Services under this Agreement and as required to fulfill a Brief or Campaign under this Agreement;
 - (c) to Brands for their own organic social communications without restriction; and



- (d) any other usage in accordance with any additional Usage Rights as agreed between TALENT AGENCY and Vamp.

8 The Vamp Platform

8.1 Vamp Platform use

- (1) TALENT AGENCY must not create, develop, change, modify, amend or make derivative works of the Vamp Platform or merge any part of the Vamp Platform with other technology, software or programs.
- (2) TALENT AGENCY must not exploit the Vamp Platform in any unauthorized way whatsoever, including but not limited to, using the Vamp Platform to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity.
- (3) TALENT AGENCY further agrees not to use the Vamp Platform in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Vamp is not in any way responsible for any such use by TALENT AGENCY, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that TALENT AGENCY may receive as a result of using the Vamp Platform.
- (4) TALENT AGENCY must not:
 - (a) attempt to gain unauthorised access to the Vamp Platform or its related systems and networks;
 - (b) make any part of the Vamp Platform publicly available in violation of this Agreement or other legal obligation;
 - (c) use any IPR or Confidential Information of Vamp or any of its subsidiaries or other affiliates, or otherwise breach any other legal obligation, to build a product of service using similar idea, features, functions or graphics of the Vamp Platform; and
 - (d) permit any person other than the Client to use the Vamp Platform and ensure that those users comply with the terms and conditions of this Agreement.
- (5) TALENT AGENCY must:
 - (a) use all reasonable endeavours to ensure the Vamp Platform is protected at all times;
 - (b) notify Vamp of any actual or suspected infringements of IPR in the Vamp Platform (including to assist Vamp in any infringement proceeding to enforce those IPR).
- (6) Failure to comply with this clause 8 constitutes a serious breach of this Agreement, and may result in Vamp taking all or any of the following actions against TALENT AGENCY (with or without notice, and entirely at Vamp's discretion):



- (a) terminate this Agreement;
- (b) restrict TALENT AGENCY's access to the Vamp Platform at its sole discretion;
- (c) suspension or cancellation of the Talent's use of the Vamp Platform;
- (d) immediate, temporary or permanent removal of any Campaigns or Brief's listed on the Vamp Platform; and
- (e) take legal action.

9 Compliance with laws

9.1 Compliance

- (1) TALENT AGENCY agrees that it will fully comply with all applicable law, rules, regulations and industry guidelines, including by not limited to the GDPR and relevant privacy Laws.
- (2) TALENT AGENCY will co-operate with Vamp in removing to modifying any inappropriate Content or any material in breach of any applicable law relating to a Brief or Campaign.

10 Confidential Information

- (1) Each party acknowledges that:
 - (a) It may be provided with Confidential Information from a party (**Disclosing Party**) to assist in the provision of the Services to another party (**Receiving Party**); and
 - (b) If the Receiving Party receives any Confidential Information from the Disclosing Party, the Receiving Party agrees that the Confidential Information is provided on the basis that:
 - (i) it is only to be used insofar as is necessary for provision of the Services;
 - (ii) it will keep the materials strictly confidential and only disclose when compelled by any law, at which point the Receiving Party TALENT AGENCY will advise the Disclosing Party;
 - (iii) will take all reasonable steps to keep the Confidential Information secure; and
 - (iv) will destroy or return all Confidential Information once the Term has expired.

11 Data Protection

- (1) A schedule to this agreement shall apply to TALENT AGENCY to the extent that the Jurisdiction named in the schedule applies to TALENT AGENCY.

12 Term and Termination

12.1 Term



- (1) This Agreement shall commence on the Commencement Date and continue for the Term, whereupon it shall expire.

12.2 Termination

- (1) Either party may terminate this Agreement (the **Terminating Party**) upon providing 30 (thirty) days written notice to the other party (the **Defaulting Party**) in the following circumstances:
 - (a) Upon the Defaulting Party committing a breach of a material term of this Agreement and, in the case of a breach which is capable of remedy, which is not remedied within 30 days of receiving a notice requiring it to cure said breach; or
 - (b) In the event that the Defaulting Party becomes or is reasonably likely to become insolvent, enters into a voluntary arrangement, has any distress or execution levied on its assets which is not paid out within seven days of its being levied, is deemed to be insolvent within the meaning of Section 95A of the Corporations Act 2001 (Cth), has an administrator appointed or has a resolution for winding up passed in respect of it;
- (2) Upon termination of this Agreement for any reason:
 - (a) TALENT AGENCY shall:
 - (i) promptly deliver to Vamp, at no additional charge, any or all materials and property belonging to or relating to Vamp (including all Confidential Information) in its possession;
 - (ii) immediately cease using the Vamp Platform;
 - (iii) cease all use of the Service and any Vamp Materials or Brand Material;
 - (b) Vamp shall:
 - (i) pay all amounts payable to TALENT AGENCY under this Agreement which have accrued or are otherwise payable at the date of termination; and
 - (ii) return to TALENT AGENCY any Confidential Information of TALENT AGENCY in its possession or control.

12.3 This clause survives termination of the Agreement.

13 Limitation of Liability

13.1 No liability for Vamp in respect of the Vamp Platform

- (1) Vamp shall not be liable to TALENT AGENCY for any damages of any kind arising out of TALENT AGENCY's use of the Vamp Platform or performance of Services, whether such damage arises directly or indirectly. TALENT AGENCY agrees and understand that the use of the Vamp Platform and accepting and providing Services is undertaken at TALENT AGENCY's own risk.



13.2 Limited liability

- (1) The maximum liability of Vamp to Vamp arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, is the lesser of:
 - (a) the Talent Fees under the Agreement; and
 - (b) the cost of rectifying the work which is the subject of performance or non-performance in relation to the Services.

14 General Indemnity

- (1) TALENT AGENCY agrees to indemnify and hold harmless, Vamp, its employees, personnel and agents from any and all claims, liabilities, damages, losses and expenses arising out of or in any way connected with or arising from:
 - (a) TALENT AGENCY's use of the Vamp Platform;
 - (b) any third party claims with respect to breach of IPR in any Content;
 - (c) any breach of the Warranties;
 - (d) breach of this Agreement or underlying Brief;
 - (e) the negligence, gross negligence or wilful misconduct of any of TALENT AGENCY's employees, agents or contractors; and/or
 - (f) a failure by TALENT AGENCY or TALENT AGENCY's employees, agents, contractors or invitees to comply with applicable laws and regulations.

15 Failure to perform Services

If there are specific conditions relating to the Services to be performed by TALENT AGENCY or Talent, including, but not limited to:

- (1) making Posts and submitting proofs within a certain time-frame, or by a certain time;
- (2) making Posts in a certain content format;
- (3) making a certain number of Posts;
- (4) making Posts by a certain date or time;
- (5) maintaining Posts for a certain time period;
- (6) inclusion of certain elements required by a Client, including #hashtags, @mentions and any other relevant wording;

and Talent fail to meet any of those conditions, Vamp is not required to pay TALENT AGENCY for those Services in relation to that Brief, on the basis that those conditions are critical conditions of the Brief TALENT AGENCY is providing Services in relation to. For the avoidance



of doubt, failure to perform all Services and complete all requirements and remain signed up the Vamp Platform until a Campaign described in a Brief is completed will result in a forfeiture of the complete Talent Fee.

16 General warranties and undertakings

- (1) For as long as TALENT AGENCY is using the Vamp Platform, TALENT AGENCY undertakes that it:
 - (a) is in compliance with all relevant laws in the Jurisdiction and any regulations or guidance notes issued pursuant to or in connection with those laws and will continue to comply with same;
 - (b) will follow any best practice guidelines endorsed by Vamp and notified to TALENT AGENCY from time to time;
 - (c) will not make any public statements or communications of any nature in relation to this Agreement, without the prior written consent of Vamp;
 - (d) will not do anything which would defame, tend to defame or could be construed as being defamatory, derogatory or disparaging of, whether in conjunction with the Services or not;
 - (e) it has not entered into the Agreement in reliance on any representation by Vamp that the Services will be fit for purpose or otherwise appropriate, and it has relied upon its own expertise in selecting Vamp to provide the Services or procure provision of the Services;
 - (f) it has power to enter into the Agreement, to comply with its obligations under it and exercise its rights under it, and there are no legal restrictions preventing you from entering into these Terms;
 - (g) to the extent that any Content is uploaded through the use of the Vamp Platform and Services, TALENT AGENCY represents that TALENT AGENCY or Talent own all rights in, or have authorization or are otherwise legally permitted to upload, such content and that such content does not infringe on any third party IPR or other rights, including, without limitation, patent, copyright, trademark or trade secrets, in such content, violate any terms of service applicable to any social media provider or, or this Agreement; and
 - (h) it is not Insolvent;
- (the **Warranties**).

16.2 Non-Solicitation

- (1) During the term of the Agreement and for a period of 12 months after the termination or expiry of the Agreement, either party shall not solicit for employment, either directly or indirectly, any person who is employed or contracted by the other party, including but not limited to:



- (a) In the case of TALENT AGENCY, the Talent;
 - (b) In the case of Vamp, the Influencers.
- (2) TALENT AGENCY acknowledges that it will not have any access to Influencers on the Vamp Platform. TALENT AGENCY must not communicate or liaise with Influencers for any reason whatsoever on the Vamp Platform.
- (3) Vamp will oversee all Campaigns managed by a Talent Manager on the Vamp Platform. Vamp will:
- (a) only contact Talent as necessary for the provision of Services, but at all times, the Talent Manager will have visibility over this communication in respect of the Services on the Vamp Platform;
 - (b) not attempt to negotiate any terms of a Brief with the Talent without prior consent of the Talent Manager; and
 - (c) ensure that Talent do not have access to any Briefs or Campaigns on the Vamp Platform so long as the Talent is by the Talent Manager. For the avoidance of doubt, Vamp will not be liable in any way for any relationship breakdown or otherwise between the Talent and Talent Manager.
- (4) Each party will promptly advise the other party if a person who is employed or contracted by that party seeks to be employed or contracted by the advising party during the period referred to in clause 16.2(1).
- (5) TALENT AGENCY undertakes that it will not compete with or establish a business which is in competition with Vamp or a business which provides services similar to the Vamp Platform.
- (6) This clause survives the termination of the Agreement.

16.3 No Circumvention

- (1) TALENT AGENCY agrees that it will not:
- (a) attempt to negotiate directly with any Brand on or off the Vamp Platform (to the extent that it is not an Existing Brand Relationship);
 - (b) attempt to negotiate directly with any Influencers; and
 - (c) coerce, manipulate or pressure the Talent to perform services outside of the scope of the agreed Services

without the prior consent of Vamp. In the event that TALENT AGENCY breaches clause 16.3, TALENT AGENCY will be liable to Vamp for the full amount of the Talent Fees and any fees made by TALENT AGENCY that can be attributed to the Talent or Brand outside of this Agreement.



- (2) TALENT AGENCY agrees not to, directly or indirectly, use, develop or promote any service or technology similar to the Vamp Platform (as modified or amended) or the Services provided by Vamp, for the duration of the Term and for a period of 12 months following the Term (including any agreement to extend the Term);

16.4 No relationship

- (1) For the avoidance of doubt, nothing in this Agreement or performance of obligations in relation to same constitute any relationship of employer and employee, principal and agent or partnership between TALENT AGENCY or Vamp. TALENT AGENCY must not represent itself as being an employee, agent or partner of Vamp.

16.5 Monitoring, suspension and termination of access

- (1) Vamp reserves the right to generally monitor the Vamp Platform and all activity through the Vamp Platform, including TALENT AGENCY's use of the Vamp Platform. If TALENT AGENCY is in breach of this Agreement or the Vamp Terms and Conditions or Vamp suspects that TALENT AGENCY has engaged in suspicious, fraudulent, abusive or other activity which Vamp (in its absolute and exclusive discretion) determines is not in accordance with its values or may be detrimental to its interests, it may choose to suspend or terminate TALENT AGENCY's access to the Vamp Platform or terminate this Agreement.

16.6 Training and Support

- (1) Vamp will provide to TALENT AGENCY reasonable maintenance support to TALENT AGENCY in respect of TALENT AGENCY's use of the Vamp Platform.

16.7 Dispute Resolution

- (1) In the event any dispute arises in connection with or arising out of this Agreement, or the interpretation of its terms (**Dispute**), the party claiming the Dispute must give written notice specifying the nature of the Dispute to the other party (**Dispute Notice**);
- (2) Upon receipt of the Dispute Notice, the parties must use their best endeavours to resolve the Dispute expeditiously;
- (3) If the parties have not resolved the Dispute within 30 (thirty) days of receipt of the Dispute Notice, the Parties must then participate in mediation in accordance with this clause in the relevant Jurisdiction, and in accordance to the Jurisdiction's laws, prior to commencing proceedings.

17 General

17.1 Entire Understanding

- (1) This Agreement:
 - (a) is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement; and



- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

17.2 Force Majeure

- (1) Despite any other provision of this agreement, if a party is unable to perform or is delayed in performing an obligation under this agreement by reason of a Force Majeure Event:
 - (a) that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event; and
 - (b) the affected party will not be responsible for any loss or expense suffered or incurred by any other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations because of the Force Majeure Event.

17.3 No waiver

- (1) No forbearance or delay by Vamp in exercising or enforcing its rights under the Agreement shall prejudice or restrict the rights of Vamp to exercise or enforce its rights at a later time and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach. Vamp may only waive a right under the Agreement by doing so in writing.

17.4 No derogation

- (1) The rights and remedies provided in this Agreement will not affect any other rights or remedies available to either Party.

17.5 Severability

- (1) If any provision of the Agreement is unenforceable, illegal or void, that provision is severed and the other provisions of this Agreement remain in force.

17.6 Jurisdiction

- (1) The Agreement shall be governed by and construed in accordance the laws of the relevant Jurisdiction. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the Jurisdiction over any claim or matter arising under or in connection with the Agreement (whether in contract or in tort).