



**CONTESTANT AGREEMENT FOR THE ELITE MODEL LOOK CONTEST**

THIS AGREEMENT is made this day of 13th September, 2019 (the "Effective Date")

**BY AND AMONG:**

**ELITE LICENSING COMPANY S.A.G.L.**, a company incorporated under the laws of Switzerland, with registered office at Via Cattori 3, 6900 Lugano, Switzerland as represented by a duly authorized legal representative, identified below;

(**"ELITE"**)  
on the one side

and:

**M. / MS** (please delete the inappropriate mention)

FIRST NAME: Tashana

FAMILY NAME: Zarad

ADDRESS: P.O Box INEOS TESHIE NUNGU ESTATES

EMAIL ADDRESS: tashanazarad@icloud.com

TELEPHONE: 0260440861

DATE OF BIRTH: 01/11/2002 PLACE OF BIRTH: Ghana, Accra

NATIONALITY: GHANAIAN

OCCUPATION/JOB: STUDENT

MOTHER AGENCY OF THE CONTESTANT \_\_\_\_\_

(**"Contestant"**)  
on the other side

**RECITALS:**

- (A) ELITE is a company pertaining to the Elite group of companies (**"Elite Group"**). ELITE Group is active worldwide in the modelling and talent management, through a number of subsidiaries located in the most important areas for fashion, advertising and fashion press (New York, Paris, London, Milano and several other cities);

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Further to the above, ELITE owns or otherwise disposes of any and all proprietary rights on brands of worldwide renown in the modelling business such as, without limitation, "ELITE" and "WOMEN" as well as on the "ELITE MODEL LOOK" competition (including the related know how, copyright and any related proprietary rights and trademarks). Said brands, with the connected IP rights, are granted in licence to (i) modelling agencies that, though not belonging to ELITE Group, operate their modelling business in accordance with ELITE Group business standards and in co-operation with ELITE Group Companies, thus forming respectively the ELITE Network and the WOMEN Network; (ii) local organizers for the competition ELITE MODEL LOOK, as better specified below.

- (B) ELITE, alongside the ELITE Network Agencies as well as the local organizers/licensees has, for more than 30 years, organized a prestigious international modelling contest, known as ELITE MODEL LOOK ("**EML**" or "**The Contest**"), in which approximately 30 countries participate and which rewards the young talent of the international modelling industry. Beginning in 2019, the Contest is now open to models as well as social media influencers.
- (C) The Contest is comprised of several stages, starting with an intensive and rigorous selection process, which advances certain contestants from Regional Castings ("**EML-RC**") to National Castings ("**EML-NC**"), then from EML-NC to National Finals ("**EML-NF**"). Together these events all in one territory are called the Elite Model Look National Contest (hereafter "**EML-N**"). The national finalists in the EML-N will advance to the World Final ("**EML-WF**").
- (D) Any concerned ELITE Group companies in coordination with ELITE may produce or cause to be produced documentaries or entertainment programs, either live or pre-recorded tracking the preparatory phases of the contest and the EMLWF (the "**Program**"). In the event such Program is produced, it may be sold on a worldwide basis for exploitation in any and all media and by any and all means now or hereafter known or devised.
- (E) The Contestant, either a model, an influencer or both, wishes to participate in the Contest and ELITE agrees to the Contestant's participation in the Contest pursuant to the terms contained in this Agreement.
- (F) The Contest gives the best achieving participants the opportunity of starting their career in the modeling industry with the model agencies controlled by the ELITE Group, pursuant to the terms and conditions of this Agreement.

#### IT IS AGREED AS FOLLOWS:

#### 1 DEFINITIONS

The words indicated in bold shall have the meaning set forth in this clause or elsewhere in this Agreement

<b>Elite Network Agencies</b>	Any and all (i) modelling agencies operating under the brand ELITE legitimately licensed by an ELITE Group Company – whether or not said modelling agencies belong to ELITE Group; (ii) other modelling agencies
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	belonging to ELITE Group, operating under brand, other than ELITE or WOMEN, such as for example "the Society", all the above with the express exclusion of any US-based agencies named ELITE
<b>Women Network Agencies</b>	Any and all the modelling agencies operating under the brand WOMEN licensed by ELITE Group Company and any department /controlled company thereof,
<b>ELITE Group</b>	ELITE and any legal entity controlling, controlled by, or under common control with ELITE, including by way of example and without limitation: ELITE Network Agencies and WOMEN Network Agencies.
<b>ELITE Group companies</b>	any and all companies belonging to the ELITE Group in any country
<b>Mother Agency</b>	The legal entity or person, if any, entrusted on an exclusive basis by the Contestant with the management of her/his career and authorized to take strategic decisions concerning the Contestant's career. Should the Contestant already have a Mother Agency at the moment of the signature of this Agreement, it shall indicate it in the first page of this Agreement.
<b>Parental/Guardian Guarantee</b>	The document enclosed in Appendix B
<b>ELC Designee</b>	Any physical or legal person authorized by ELITE and/or the authorized ELITE Organizer to manage certain matters within the concerned EML edition
<b>ELC Organizer</b>	Any physical or legal person which under a license agreement with ELITE organizes a certain edition of the EML
<b>Non-Representation Country</b>	Those countries where there is not an agency belonging to either the ELITE NETWORK or the WOMEN NETWORK or controlled by/part of the ELITE Group
<b>Special Partner Agency</b>	Any agency not belonging to either the ELITE NETWORK or the WOMEN NETWORK or controlled by/part of the ELITE Group, operating in a Non-Representation Country, with which there is a special business collaboration and partnership
<b>Code of Conduct</b>	The document enclosed in Schedule 1

## 2 PARTICIPATION OF CONTESTANT

Subject to the terms and conditions set forth in this Agreement, ELITE shall permit the Contestant to participate in, and the Contestant agrees to participate in the ELITE MODEL LOOK Contest.

The Contestant, by signing this Agreement, (or her/his Parents/Guardians as the case may be) specifically acknowledges, and consents to, the contents of this Agreement, as well as

Contestant's signature is required on each page







of Schedules 1, 2 and 3 and of Appendixes A and B attached hereto and being part thereof, and agrees to the possibility of being offered opportunities of collaboration by any company pertaining to the ELITE Group, pursuant to the provisions of this Agreement.

### **3 OBLIGATIONS OF THE CONTESTANT**

#### **3.1 The Contestant shall:**

- 3.1.1 comply with any schedules ("**Schedule**") provided to the Contestant by ELITE or the concerned ELITE Organizer or any concerned ELITE Designees. The Contestant agrees that any such schedule may be subject to change at any time at the discretion of ELITE or the authorized ELITE Organizer or ELITE Designee.
- 3.1.2 comply with the ELITE MODEL LOOK Code of Conduct annexed herewith as Schedule 1. The Contestant acknowledges that if Contestant fails to comply with the ELITE MODEL LOOK Code of Conduct at any time then, without prejudice to any other rights or remedies available to the concerned entity, ELITE shall be entitled to immediately terminate this Agreement and disqualify the Contestant from the Contest;
- 3.1.3 act in accordance with all reasonable directions given to the Contestant by ELITE or the concerned ELITE Organizer or any concerned ELITE Designees;
- 3.1.4 make himself/herself available to participate in pre and post competition events in connection with the Contest, including, without limitation, charity events, galas, TV shows, ELITE MODEL LOOK and/or Contest promotional events, etc. All costs related to events in connection with the ELITE MODEL LOOK Contest shall be borne by ELITE or the concerned ELITE Organizer or any concerned company belonging to the ELITE Group;
- 3.1.5 if required, make himself/herself available, and appear for no additional compensation in an ELITE MODEL LOOK campaign, such appearance to be for an accumulated duration of one (1) year. Said ELITE MODEL LOOK campaign may be shot within three (3) years of the Effective Date. All reasonable costs related to the Contestant's participation (reasonable travel expenses and accommodations) associated with the ELITE MODEL LOOK campaign shall be borne by ELITE or the concerned ELITE Organizer or any concerned company belonging to the ELITE Group;
- 3.1.6 be solely responsible for his/her own tax, social security and national and personal insurance obligations;
- 3.1.7 not at any time do or say anything to undermine or harm the reputation of ELITE, ELITE Organizers and/or any entity belonging to the ELITE Group; and
- 3.1.8 assist ELITE or any ELITE Organizer or ELITE Designee or any concerned company

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belonging to the ELITE Group and its authorised representatives with applying for any visas, consents or permits required by the Contestant in order to participate in the ELITE MODEL LOOK Contest, the costs of which if any shall be borne by Contestant.

- 3.2 In the event the Contestant did not appoint any Mother Agency before signing this Agreement, with this Agreement the Contestant hereby appoints ELITE, which agrees, to act as the Contestant's Mother Agency throughout the world pursuant to the terms and conditions set forth in this Agreement. It is expressly intended that ELITE, in its capacity of Mother Agency, may at its own discretion entrust Contestant's professional representation with relation to specific territories to local modelling agencies (hereinafter "the Placement Agencies") (whether or not belonging to ELITE Network and WOMEN Network) by entering an "Appointee Agency agreement" with such Placement Agencies.
- 3.3 In the event the Contestant appointed a Mother Agency before signing this Agreement, the Contestant undertakes, for a period of six (6) months from the date of EML World Final, not to entrust her/his representation, nor to authorize its Mother Agency to entrust her/his representation, to any local modelling agencies which do not belong to the ELITE Network, the WOMEN Network and more in general to ELITE Group, unless with the express consent of ELITE.

#### **4 WARRANTIES**

- 4.1 The Contestant hereby warrants, represents and undertakes that:
- 4.1.1 he/she has the right to enter into this Agreement and to grant the consents and the rights set forth herein and to assign and grant the rights herein expressed to be granted and assigned, free from encumbrances and third party rights and is exclusively entitled to give all assurances, confirmations, waivers and agreements herein to enable ELITE, any ELITE Organizers or any other company belonging to ELITE Group to exploit his/her Performance (as hereinafter defined) without making any further payment other than as expressly set forth herein;
  - 4.1.2 he/she has not granted any rights, title or interest which would or might derogate from or impair or conflict with the rights granted under this Agreement and that she/he will not enter any such agreement;
  - 4.1.3 he/she meets the entry requirements in paragraph 1 of Schedule 2;
  - 4.1.4 he/she is not suffering from any disability nor are there any other circumstances which could prevent himself/herself from complying with his/her obligations hereunder;
  - 4.1.5 he/she shall not at any time hereafter use or disclose to any person, except to his/her professional representatives or as may be required by law or any legal or regulatory authority, the terms and conditions of this Agreement or any

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confidential information concerning the business or affairs of ELITE, any ELITE Organizers or any other company belonging to ELITE Group, which may have or may in the future come to Contestant's knowledge;

- 4.1.6 he/she shall enter into, and duly execute, any agreements with any company belonging to the ELITE Group, including without limitation any agencies of the ELITE Network or the WOMEN Network, or any Special Partner Agencies (this latter with exclusive relation to Non-Representation Countries), as may be requested by ELITE, pursuant to the terms and conditions of this Agreement, specifically enounced in Schedule 2 and 3 and notably in connection with the promotion of the Contest.
- 4.1.7 he/she acknowledges that he/she will not be entitled to receive any Winner Prizes for the Model Contest if she/he refuses to sign the representation agreements with local Placement Agencies belonging to the ELITE Group that ELITE will propose to the Contestant.
- 4.1.8 he/she acknowledges that he/she will not be entitled to receive any Winner Prizes for the Digital Contest if she/he refuses to sign specific representation agreements for social media influencers with local Placement Agencies belonging to the ELITE Group that ELITE will propose to the Contestant.

## **5 EXPENSES**

- 5.1 During the period of the Contestant's participation in the EML-NF and EML-WF and solely in relation to such participation, ELITE will provide reasonable accommodation, meals, chaperones and local transportation to the Contestant.
- 5.2 Any other expenses incurred by the Contestant (or parent, if applicable), during the Contest shall solely be borne by the Contestant (or parent, if applicable).

## **6 USE OF NAME, IMAGE, VOICE AND LIKENESS OF THE CONTESTANT**

- 6.1 The Contestant acknowledges that she/he will be photographed and filmed during, and in connection with, the EML at any time and phase, and expressly agrees thereto. The Contestant hereby authorizes ELITE or any other person and entity as ELITE may designate to photograph, film, record and exploit the name, image, voice, and likeness of the Contestant during and after the preparatory and participation phases of the Contest in accordance with clause 6.2 below.
- 6.2 In consideration of the payment of one euro (Eur 1.00) by ELITE to the Contestant and for other good and valuable consideration, the receipt and sufficiency of which the Contestant hereby acknowledges, the Contestant hereby irrevocably and unconditionally, and without any further costs for ELITE:
  - 6.2.1 grants to ELITE or any concerned company belonging to the ELITE Group the right

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to use and authorize others (including any companies belonging to the ELITE Group and any third parties such as ELITE Designees, sponsors and partners of the EML) to use the Contestant's name, image, voice and/or likeness worldwide in perpetuity, in whole or in part, in any and all media and by any and all means now or hereafter known or devised (including, without limitation, the internet and social media, cable and satellite television broadcasting/activities, cinema, web series, digital and DVDs) in connection with (i) the advertisement, publicity, promotion and commercial exploitation of the Contest; (ii) any commercial activities of any companies belonging to the ELITE Group; in this latter case, a reasonable compensation will be agreed upon with the Contestant;

- 6.2.2 grants, preliminarily and with full effect, to ELITE any and all approvals, consents and/or rights in compliance with the laws pertaining to publicity, privacy, performer's identity and the copyright laws of any country (including Part II of the 1988 Copyright, Designs and Patents Act and any statutory modifications or re-enactment thereof) for the purposes of the exploitation of the Contestant's performance (the "**Performance**") within any and all phases of the Contest (collectively "**Contestant's Property Rights**"), throughout the world, in perpetuity, in any and all media and by any and all means now or hereafter known or devised (including without limitation by means of the Program (as defined at Recital (d) above) and all records and other sound and/or audio visual devices in whatsoever format); the granting above being intended as automatically extended, as it may be necessary, to any other concerned company belonging to ELITE Group as well as any other entity or person that may be considered as a legitimate and/or *de facto* appointee, assignee, licensee of ELITE;
- 6.2.3 assigns to ELITE, free of all charges, encumbrances and rights exercisable by third parties and, without prejudice to the foregoing, with full title guarantee, and where the assignment is of copyright or Property Rights, by way of assignment of present and future copyright or Property Rights, all right, title and interest of whatsoever nature (including, without limitation, all copyright and Property Rights) throughout the world, whether vested or contingent, in and to the Performance rendered by the Contestant for ELITE in connection with the Program, for ELITE to hold the same absolutely, for the full period of those rights wherever subsisting or acquired, including all renewals, reversions, revivals and extensions and thereafter (insofar as may be or become possible) in perpetuity;
- 6.2.4 acknowledges that ELITE and/or any other concerned ELITE Group Company shall be the sole owner of the copyright in the Program and any photographs and other materials related thereto;
- 6.2.5 agrees that ELITE shall be under no obligation to make any use of the Performance and shall not be liable to the Contestant in the event that the Performance is not incorporated in the Program film or in any product derived therefrom or otherwise; and



- 6.2.6 undertakes to do all further acts and execute all further documents as may be required to vest in or further assure to ELITE the rights herein expressed to be granted or assigned to ELITE, notwithstanding the covenants for title made in clause 6.2.3 above.
- 6.3 For the purposes of the data protection regulations and legislation throughout the European Economic Area and Switzerland, Elite processes personal data for the performance of this Agreement according to the attached privacy information notice.

## **7 PAYMENT**

- 7.1 The Contestant shall be entitled to a remuneration only in the event the Contestant is selected as the Grand Prize Winner or one of the Winners in accordance with Schedule 3 to this Agreement. For the avoidance of doubt, if a Contestant is not selected to be a Grand Prize Winner or one of the Winners, the Contestant will not be entitled to any remuneration as provided in Schedule 3.
- 7.2 For the Women Contest, the Grand Prize Winner and 9 additional Winners shall share a total of EUR 600,000 payable in the form of a deductible advance against future earnings in accordance with Schedule 3 to this Agreement.
- 7.3 For the Men Contest, the Grand Prize Winner and 4 additional Winners shall share a total of EUR 130,000 payable in the form of a deductible advance against future earnings in accordance with Schedule 3 to this Agreement.
- 7.4 For the Digital Contest, the Grand Prize Winner and 2 additional Winners shall have a total of EUR 120,000 payable in the form of a deductible advance against future earnings in accordance with Schedule 3 to this Agreement.

## **8 ELITE's OBLIGATIONS**

8.1. In the event ELITE is appointed as the Mother Agency of the Contestant, as provided for in Article 3.2 above, ELITE shall use all reasonable efforts to provide a professional level of services to enhance and develop the Contestant's career and specifically:

- (i) Consulting with the Contestant and agree with her/him a plan for the Contestant's career development;
- (ii) Searching for Placement Agencies worldwide (either ELITE Group Agencies or agencies not belonging to ELITE Group) that might better suit the Contestant's career needs and entrust to such Placement Agencies the Contestant's professional representation in specific territories. It is understood and agreed that each Placement Agency will be exclusively responsible towards the Contestant for the actual placements for the Contestant's services in the specific territory;
- (iii) Consulting with the Contestant upon any strategic decision on her/his career and give the Contestant's Placement Agency the relevant instructions;







8.2 ELITE shall appoint an Operating Manager (legal entity or physical person belonging to ELITE Group) for Contestant – to which appointment the Contestant will express her/his consent also informally – i.e. by de facto starting to co-operate with the appointed Operating Manager. The Operating Manager will advise the Contestant as set in article 8.1 above and will act in the name of ELITE to find placements suitable for the development of the Contestant image in different territories.

8.3 For the avoidance of doubts, it is specified that ELITE will not place the Contestant to specific clients. Such actual placement will be the sole responsibility of each Placement Agency, for its own territory.

8.4 Should the Contestant have a Mother Agency different from ELITE, and should the Contestant be selected as the Grand Prize Winner or as one of the Winners, ELITE will cooperate with such Mother Agency for the best career development of the Contestant.

## 9 TERM AND TERMINATION

9.1 Subject to earlier termination in accordance with clause 9.3, and without prejudice to the provisions of Article 7 and the rights granted according to the same Article 7, this Agreement shall commence on the Effective Date and shall continue until the latest of the following:

- a) the date of the completion of the Contest if the Contestant is not selected as a Grand Prize Winner or other Winner; or
- b) the date that ELITE notifies the Contestant that Contestant has fully recouped the Net Advance if the Contestant is selected as a Grand Prize Winner or other Winner;

9.2 In the event the Contestant has appointed ELITE as her/his Mother Agency according to Article 3.2 above, this Agreement shall continue for an initial three (3) years period (the "Initial Period") and shall thereafter automatically renew for successive three (3) years periods (each a "Renewal Period") unless terminated by either party on not less than six (6) months' written notice prior to the expiration of the Initial Period or the current Renewal Period or pursuant to Clause 9.3 herein. At any time during the period of validity of this Agreement, in the event of any period of pregnancy or illness of the Contestant, any academic year, or any civic duties, which may prevent the Contestant from performing his/her services in favour of the Placement Agencies, the term of this Agreement may be extended at ELITE's option for a period equal to the period of such suspension in the performance of Contestant's services.

9.3 ELITE shall be entitled to terminate this Agreement with immediate effect and no further obligations by written notice to the Contestant if:

- a) the Contestant commits a material or persistent breach of any of his/her obligations under this Agreement and, if the breach is capable of remedy, the Contestant fails to remedy such breach during the period of five (5) business days

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starting on the date of receipt of notice from ELITE specifying the breach and requiring it to be remedied; and/or

- b) the Contestant is eliminated from the Contest for breach of any of the competition requirements specified in Schedules 1 and 2 and Appendix A.

## **10 GENERAL**

- 10.1 The Contestant agrees that for the Term, he/she will work such hours as are necessary to fulfil the Contestant's obligations.
- 10.2 Unless otherwise agreed between the parties, during the Term and for all purposes whatsoever the Contestant is and will be an independent contractor. The Contestant will not be a servant or employee of ELITE.
- 10.3 Any notice required or authorized by this Agreement to be given by either party to the other may be given by hand or sent by prepaid first class recorded delivery or first class registered post or prepaid international recorded airmail to the other party at the address referred to in this Agreement. All notices shall be deemed to have been given on the second day after the envelope containing the same was so posted. For the avoidance of doubt, notices given under this Agreement shall not be validly served if sent by email only.
- 10.4 Any other information required or authorized by this Agreement to be given by either party to the other may be sent by email.
- 10.5 No provision of this Agreement (or any document entered into in connection with this Agreement) shall be modified or varied without the written consent of the parties. For the avoidance of doubt, no modification or variation of this Agreement shall be valid if made by email only.
- 10.6 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 10.7 Any companies belonging to ELITE Group may rely upon and enforce the terms of this Agreement.
- 10.8 This Agreement including Schedules 1, 2, 3, Appendix A and the Parental/Guardian Guarantee, annexed to it (if applicable), all of which are attached hereto and hereby incorporated by reference, constitute the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersede any previous agreement or understanding between the parties in relation to such subject matter. In entering into the Agreement, the parties have not relied on any statement,

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representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) (whether party to the Agreement or not) other than as expressly set out in the Agreement. As more fully set forth in this Agreement, and for the avoidance of doubt, the Contestant may be requested to enter into separate agreements with one or more companies belonging to ELITE Group in one or more territories. The privacy information notice does not form part of this Agreement.

- 10.9 ELITE shall be entitled to cancel or change the Contest for any reason beyond its reasonable control including (without limitation) as a result of strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction coming into force after the date of this Agreement, accident, failure of technical facilities, fire, flood, storm or default of suppliers or sub-contractors and any other acts, events, omissions or accidents, in each case where they are beyond the reasonable control of ELITE.
- 10.10 This Agreement is personal to the Contestant and therefore may not be assigned by the Contestant.
- 10.11 This Agreement shall be governed by and construed in accordance with English law and each party irrevocably submits to the non-exclusive jurisdiction of the English courts.





**SIGNATURES:**

Signed as a deed and delivered by  
**The Contestant**

TASHANE AIA ZARA  
Signature of the Contestant

In the presence of  
**The Contestant's WITNESS**  
(Anyone other than the Contestant)

NASIA KASSAR  
Signature of the Witness

Name: NASIA KASSAR Occupation: TRADER  
Address: P.O. Box 14205 TESH /Nure/E/

Signed as a deed and delivered by  
**ELITE LICENSING COMPANY S.A.G.L**  
Acting by its duly authorized representative

[Signature]  
Signature

Name: Stéphane Pescimoro Occupation: Managing Director of Operations

In the presence of  
**ELITE LICENSING COMPANY S.A.G.L.'s WITNESS**  
(Anyone other than the legal representative of ELITE)

[Signature]  
Signature of the Witness

Name: Valérie Roche Occupation: Coordinator  
Address: 19 avenue George V, 75008 Paris, France



**Schedule 1**  
**Code of Conduct**

The Contestant declares that he/she has read and understood the following rules:

(A) On those days that you are required to participate in the ELITE MODEL LOOK Contest, you shall:

1. arrive on time in accordance with your Schedule wearing no make-up and with clean hair and nails;
2. wear those clothes which your chaperone has selected for you in their discretion;
3. leave all valuables in your room's safe. ELITE is not responsible for any such items;
4. act in a professional manner at all times;
5. wear your contest personal badge at all times;
6. never leave your assigned group without informing your chaperone, and you shall allow yourself to be accompanied at all reasonable times;
7. strictly follow your Schedule, unless directed otherwise by your chaperone;
8. be on time for each event organized by ELITE; and
9. not leave the hotel, except for events organized by ELITE or as otherwise agreed with ELITE.

(B) On the first day of the Contest you shall inform your chaperone of any medical problems or food allergies.

(C) The carrying and use of non-prescribed drugs or any alcoholic beverage is strictly forbidden. It will lead to your immediate disqualification and you will be sent back home at your own expense.

(D) You shall keep yourself in top physical condition and shall not undergo any noticeable change in physical appearance including any material change in weight.

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**Schedule 2**  
**The ELITE MODEL LOOK Contest**

1. The ELITE MODEL LOOK Contest is a contest open to women, men and social media influencers between the age of 14 and 26, reached by 15/11/2019. Only the girls and boys aged 16 to 26 (by 15/11/2019) will be allowed to participate to the EMLWF.
2. The Contestants are pre-selected by ELITE and ELITE Designees at local auditions organized in various countries comprising the EML-RC, EML-NC and EML-NF. The pre-selected contestants participate in the national finals of the EML-N where at least one Contestant from each country will be selected to participate in the EML-WF.
3. At the EML-WF, a jury and its president will select, based upon, without limitation, photogenic quality, personality, natural beauty and other criteria of the modelling industry:
  - For the Women Contest: 10 Women Winners, among which one Grand Prize Winner. The Women Grand Prize Winner will win a guaranteed gross remuneration of EUR 150,000, such remuneration to be apportioned and paid as set out in this Agreement in Schedule 3, while each other of the Women Winners will win a minimum guaranteed gross remuneration of EUR 50,000, such remuneration to be apportioned and paid as set out in this Agreement in Schedule 3.
  - For the Men Contest: 5 Men Winners, out of which one Grand Prize Winner. The Men Grand Prize Winner will win a guaranteed gross remuneration of EUR 50,000, while each other of the Men Winner will have a minimum guaranteed gross remuneration of EUR 20,000, all such remunerations to be apportioned and paid as set out in this Agreement in Schedule 3.
  - For the Digital Contest: 3 Digital Winners, out of which one Grand Prize Winner. The Digital Grand Prize Winner will win a guaranteed gross remuneration of EUR 50,000, while each other of the Digital Winner will have a minimum guaranteed gross remuneration of EUR 35,000, all such remunerations to be apportioned and paid as set out in this Agreement in Schedule 3.
4. All the Winners (Women, Men and Social media Influencers) will be offered modelling/digital agreements with one or more agencies of the ELITE NETWORK.
5. ELITE reserves the right to place with one or more agencies within the Elite or Women Networks, any and all of the Contestants who have entered into any and all phases of the ELITE MODEL LOOK competition throughout the world, even in the event such Contestants have not been selected as Winners.

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### **Schedule 3**

#### **Grand Prize Winners, Winners Rules and Guaranteed Amounts**

The following terms and conditions apply to each Contestant that has been selected as a Winner and/or Grand Prize Winner of the Elite Model Look Contest.

#### **1. PURPOSE OF GUARANTEED AMOUNTS**

1. The EML-WF Women Grand Prize Winner will win a guaranteed gross remuneration of EUR 150,000. The EML-WF Men Grand Prize Winner will win a guaranteed gross remuneration of EUR 50,000. The EML-WF Digital Grand Prize Winner will win a guaranteed gross remuneration of 50,000.

Each of the 9 EML-WF Women Winners will win a guaranteed gross remuneration of EUR 50,000.

Each of the 4 EML-WF Men Winners will win a guaranteed gross remuneration of EUR 20,000.

Each of the 2 EML-WF Digital Winners will win a guaranteed gross remuneration of EUR 35,000.

The Women Grand Prize Winner, the Men Grand Prize Winner and the Digital Grand Prize Winner, the Women Winners, the Men Winners and the Digital Winners are hereinafter defined collectively as "Winners".

2. The above mentioned guaranteed remuneration (the "Guaranteed Amounts") will be accrued to the Winners as gross earnings on modelling/digital services to be rendered by the Winners in compliance with the modelling/digital contracts the Winners undertake to sign with ELITE NETWORK or with WOMEN NETWORK agencies in the world (the "Placement Agencies"). The purpose of the Guaranteed Amounts is to guarantee minimum revenues to each of the Winners over a period of 24 months, whether consecutive or not, depending on availability as defined below (hereafter the "Guaranteed Period"), in the proportions and under the terms and conditions set forth below. It is expressly specified that any amount earned by the Grand Prize Winners and Winners during the Guaranteed Period, in the frame of any modelling service rendered by the Winner according to the agreements signed with the Placement Agencies will contribute to the accrual of the Guaranteed Amount.
3. In consideration of the fact that the above-mentioned prizes consist of a guaranteed amount on future modelling services, the conditions for each Winner to earn the prize in full is that:
  - a) she/he signs one or more modelling/digital agreements with the Placement Agencies, as directed by Elite;
  - b) she/he stays available for rendering modelling/digital services, as requested by the Placement Agencies;
  - c) she/he does not terminate her/his collaboration with the Placement Agencies before the elapsing of the Guaranteed Period (as hereinafter defined);
  - d) she/he does not sign modelling/digital agreements with third party modelling agencies in the countries in which Elite is present with an agency belonging to Elite Group or with a Special Partner Agencies, unless otherwise agreed in writing.
4. The Placement Agencies are agencies pertaining to the ELITE Group. However, in some exceptional cases, Elite will place the Winner at Special Partner Agencies. It is understood and agreed that also the earnings of the Winner deriving from the placement at such Special Partner Agencies will concur to the accrual of the Guaranteed Amount.

## 2. DEDUCTIBLE AMOUNTS

The Guaranteed Amounts are gross amounts. The following shall be deductible (in the following order) from each of the Guaranteed Amounts ("**Deductible Amounts**"):

- a. any and all taxes and social charges (including VAT if applicable);
- b. The concerned agency model/digital commission (referred to in this Agreement as the Model's Commission), which (subject to industry standards) shall be equal to 20% of the Guaranteed Amount, except for those countries where rules and policies are different; and
- c. any advances against such amounts paid to the Winner and/or expenses related to the activities performed under the concerned agreement with the Placement Agencies paid on behalf of the Grand Prize Winner and Winners by the Placement Agencies, including but not limited to accommodation, travel, test shoots, printing and promotion costs, personal expenses and pocket money.
- d. The Placement Agencies shall be entitled but not obliged at any time or times to set off any liability of the Winners to any Placement Agency against any liability of another Placement Agency to the Winner. Any exercise by Elite Group companies of their rights under this clause shall be without prejudice to any other rights or remedies available to Elite Group companies under this Agreement or otherwise.

## 3. AVAILABILITY

The Winners are frequently young people, with school obligations and Elite does not wish them to neglect their education. Therefore, in consideration of the above, the Guaranteed Period of 24 months may be extended case by case in order to take into account the reduced availability of the Winners because of their school obligations. However, and without prejudice to the above, if a Winner fails to make her/him available during the Guaranteed Period for reasons not due to her/his school obligations or for health conditions, then Elite and/or the Placement Agencies shall no more be under the obligation to pay the Guaranteed Amount to the Winner. In particular, Elite will cease to be obliged to grant the Winner the Guaranteed Amount in the event the Winner is in breach of one of the provisions of paragraph 1.3 above.

Similarly, Elite and/or the Placement Agencies shall no more be under the obligation to pay the Guaranteed Amount to the Winner in the event she/he does not:

- i. maintain the agreed upon weight and/or does not keep himself/herself in top physical condition as befits a professional model;
- ii. abide by instructions and guidance given by the Placement Agencies, prior to undergoing any noticeable and/or material change in her/his physical appearance (including, without limitation: tanning, tattoos, change of hair colour or length of hair, piercings, plastic surgery or cosmetic dentistry of any kind etc.);
- iii. Avoid illegal and/or excessive use of alcohol and refrain from use of illegal substances, pursuant to the applicable laws of the country in which the Winner may live or work;





#### **4. ACCOUNTING**

The Placement Agencies will regularly provide the Winners with a statement containing the modelling/digital services rendered, and the compensations earned by the Winner. This notwithstanding, upon request of the Winner (not more frequent than once in a year) Elite will provide the Winner with a summary statement containing the modelling/digital services rendered by the Winner for all the Placement Agencies, in order to have a clear and updated situation of the accrual of the Guaranteed Amount.

#### **5. TERMINATION OF THE GUARANTY**

It is expressly specified that guarantee obligation to each of the Winners shall automatically terminate upon either the accrual of the corresponding Guaranteed Amount to the Winners, or the date which is four (4) years from Contestant's execution of this Agreement. Notwithstanding anything previously set forth in this Agreement, the guarantee obligations of Elite will automatically terminate in the event that the concerned Winner is unavailable for modeling/digital assignments as set forth in clause 3 above. Should the Winner fail to accrue the Guaranteed Amount within the above mentioned four (4) years due to reasons not attributable to the Winner, Elite will provide the Winner with a final statement reporting all the amounts accrued up to that moment and will pay the Winner the difference still due in order to reach the Guaranteed Amount.

A handwritten signature in blue ink, appearing to be "A. H. P.", written over the signature line.





**Appendix A**  
**Winners & Grand Prize Winners - requirements**

Each Winner/Grand Prize Winner shall:

- be ready, willing and able to work as a professional print, television, runway model or otherwise and participate in social media as may be requested;
- properly and professionally conduct himself/herself
- maintain a high standard of grooming
- for models only, maintain the same physical appearance as at the date of the EML-WF in a manner so as not to interfere with the possibility of him/her obtaining employment as a model, considering the industry standards (including weight, skin condition, hair style, etc.).

It is hereby expressly specified that the above-mentioned requirements are by way of illustration and are not exhaustive.

It is hereby expressly agreed that the guaranteed remuneration will automatically cease to apply should a Winner or Grand Prize Winner fail or neglect to fulfill any one or more of these requirements.

Contestant's signature is required on each page

A handwritten signature in blue ink, appearing to be 'Aid', is written over the signature line.



## **Appendix B**

**TO BE ENTERED INTO BY BOTH PARENTS/GUARDIANS IN THE EVENT THAT THE CONTESTANT IS UNDER 18**

### **Parental/Guardian Guarantee**

FROM: Print names of parents/guardians ("we"/"us"):

- (1) NADIA KISSAR  
(2) HASSAN ZARAD

Print address of both parents/guardians:

- (1) P.O BOX TN 205 FSHIE MUNGUT  
(2) P.O BOX TN 205 FSHIE MUNGUT

Print name of the Contestant ("Contestant"):

- (1) TASHANA ZARAD AKA

TO: ELITE Licensing Company SAGL  
Via Cattori 3  
6900 Lugano  
SWITZERLAND

("ELITE")

(ELITE is referred as to as "you"/ "your")

Date: 13th September, 2019

Dear Sirs:

#### **Parental/Guardian Guarantee in respect of the Contestant.**

We understand that you wish to enter into an agreement, a copy of which is attached (the "**Agreement**"), with the Contestant relating to the Contestant's participation in the ELITE MODEL LOOK Contest (as defined under the Agreement). In consideration of opportunity provided by you for the Contestant to enter into the ELITE MODEL LOOK Contest and for other good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge) we warrant and agree with you as follows:

1. We are the parents/guardians of the Contestant and have parental/guardian responsibility for the Contestant who lives with us at the above address.
2. We have read the Agreement including the privacy information notice, the warranties and conditions contained therein and understand what is required of the Contestant

Contestant's signature is required on each page


under it. We unconditionally guarantee the Contestant's compliance with his/her obligations and duties owed to you under the Agreement (irrespective of whether those obligations and duties are enforceable against the Contestant) and confirm that the Agreement is beneficial for the Contestant.

3. We acknowledge that the Contestant's will travel with chaperones designated by you however, we may travel with the Contestant and accompany the Contestant at all times. Provided that we hereby confirm that we will not disturb the general planning and set up for the Contestants. We hereby acknowledge and accept that the organisation of and costs for visas, flight and accommodation if we choose to travel with the Contestant will be at our own responsibility and cost.
4. We are authorised by the Contestant irrevocably and unconditionally to give and confirm to you all consents required pursuant to the Agreement.
5. We warrant that we shall not at any time hereafter say anything detrimental about you or any ELITE Group entity (as defined in the Agreement).
6. This liability towards you shall be as a primary obligor and you shall not be required to make any demand or commence any proceedings pursuant to the Agreement to enforce any of your rights pursuant to this agreement.
7. You have advised that the effects of this Agreement and the Agreement should be explained to us (at our own cost and discretion) by an independent qualified legal advisor with experience in the modelling and or entertainment industries and we are fully aware of ELITE's entitlement hereunder and under the Agreement.
8. This agreement shall be governed by and construed in accordance with English law and each party irrevocably submits to the exclusive jurisdiction of the English courts.

Yours faithfully,

Yours faithfully,

Read and acknowledged,

Signed 

Name of parent/guardian

Name: **NADIA KASAR**

**(MRS. NADIA ZARAD)**

Signed 

Name of parent/guardian

Name: **HASSAN MOHAMAD ZARAD**



For and on behalf of ELITE

Licensing Company SAGL

Name: Stéphane Pescimoro







### **Privacy Information of the Contestant Agreement**

This information notice relates to the personal data processed for the performance of the Contestant Agreement only. Additional information regarding the processing of personal data for the Elite Model Look Contest can be found in the Privacy information notice on the processing of the contestant's personal data.

#### **Data Controller and representative in the EU**

Data Controller of your personal data is Elite Licensing Company SAGL, which means that we decide how your personal data is handled. Our representative in the EU is Elite Model Management Milano S.r.l.

#### **Purposes of the processing and relevant legal basis**

We process your personal data to execute the Contestant Agreement and perform the relevant Elite obligations, including Elite contractual obligations as Mother Agency, if it is appointed by you according to clause 8 Your personal data will be retained for the required time to perform the Contestant Agreement and according to the assignment of image rights you have signed. In any event, we will retain your personal data as long as we are under a legal obligation to do so.

#### **Recipients of your personal data and data transfer outside EU**

We may disclose your data to video-makers and photographers, consultants, press agencies, hotel managers, tour operators, public relations agencies, advertising and marketing agencies, website and social media account managers, commercial partners, sponsors, persons in charge for the security, chaperons, and insurance companies.

If Elite is appointed as Mother Agency, we may share your data with placement agencies to develop your image, according to clause 8.2.

For the same purposes your personal data may be communicated, also abroad, to other companies pertaining to the Elite Network and to the Women Network. We may transfer your data to countries located outside the European Union and Switzerland if necessary for the assessment of your application to the Elite Model Look Contest or for the performance of possible contracts of which you are a party or which are concluded in your favour or as long as the transfer is necessary to ascertain, exercise or defend a right before judiciary authorities or only:

- towards Third Countries that have an adequate level of protection of personal data is in place; or
- if there are safeguards which are appropriate under EU law and the Swiss Federal Act on Data Protection (FADP); or
- if the Company implemented appropriate safeguards to protect your personal data according to the applicable data protection law.

Further information about the safeguards adopted by the Company for such transfers, and a copy of such safeguards are available at [dpo@elitemodelworld.com](mailto:dpo@elitemodelworld.com).

Your name and surname, pictures, videos and/or other audiovisual content on you may be disseminated via website and/or social media accounts managed by the Company and/or third parties to promote its brand and business.

#### **Your rights**

You have, and you are entitled to exercise in any moment, the following rights:

- Right of access consisting of the right to obtain confirmation as to whether or not your personal data is being processed, and, if it is the case obtain a copy of such personal data.

Contestant's signature is required on each page

A handwritten signature in blue ink, appearing to be "A. F. Lopez", written over a horizontal line.

- Right to rectification consisting of the right to obtain the rectification of inaccurate personal data concerning you. Where necessary, you have also the right to have incomplete personal data completed.
- Right to erasure consisting of the right to obtain the erasure of personal data concerning you.
- Right to restriction of the processing, in which case your personal data will be processed only with your consent, for the exercise or defense of legal claims or for the protection of the rights of another person.
- Right to obtain the communication of the recipients made aware of a possible rectification, erasure of personal data or restriction of the processing.
- Right to data portability consisting of the right to receive your personal data in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller.
- Right to object to the processing consisting of the right to object, on grounds relating to your particular situation, at any time to processing of your personal data necessary for the purposes of the legitimate interests pursued by the Company or by a third party, including profiling based on those provisions.
- Right to withdraw your consent when it is the legal basis of the processing of your data, which will not affect the lawfulness of processing based on consent before its withdrawal.
- Right to lodge a complaint with the supervisory authority of the Member State of your habitual residence, place of work or place of the alleged infringement.

Possible limitations to the exercise of your rights, and to the consequent obligations of the Company, can be provided by the applicable law.

We encourage you to read our full information notice, where you can find all the details about the processing of your personal data which is available upon request to any Elite staff.

**Contact details**

For any additional information regarding your and for any issue related to the processing of your personal data, you may write to our Data Protection Officer at [dpo@elitemodelworld.com](mailto:dpo@elitemodelworld.com).

I have read the information notice,


Name: Tashana Surname: Aïa Zarad

Signature of the contestant:



I explicitly provide my consent to the processing of Personal Data revealing my racial or ethnic origin, and my data concerning health, where necessary for the purposes and with the modalities described above and I understand that in lack of my consent my participation to the Contest would be prevented.

Signature of the contestant:



Name, surname and signature of the holder of parental responsibility (if the contestant is a minor):

NADIA KASSAR



Contestant's signature is required on each page