

At TRUE, we are dedicated to fostering seamless and successful business engagements between Models and Clients. Our goal is to facilitate these interactions while ensuring clear communication, fairness, transparency, Models' safety and all legal compliance, including the [NYS Fashion Workers Act](#). By confirming a booking with a TRUE-represented Model, your company is agreeing to the following:

FITTING BOOKING POLICIES

(includes Showroom & Presentations / Print has different terms)

✓ **TRANSPARENCY/CLIENT COMPANY POLICY:** Client has established and will share Client's company policies that conform with current New York State laws to address abuse, harassment, discrimination and any other inappropriate behavior towards Models. These company policies will be shared with Models and TRUE in writing prior to work commencement. Your company also agrees to share copies of deal memos/contracts and all relevant information with TRUE and each Model who is hired by your company.

✓ **TIMELY RESPONSE/COMMUNICATION:** Client agrees to deliver clear and comprehensive job details and any documents for signatures at least forty-eight (48) hours in advance of the Model's engagement. To ensure compliance with all applicable laws, Client agrees to provide prompt acknowledgment and timely responses to all inquiries from TRUE regarding law compliance, booking confirmations, availability checks, and any necessary documentation. TRUE will exercise due diligence to confirm the Client's adherence to these response requirements prior to engagement confirmation. This status will be reported to the Model, enabling Model to make an informed decision to accept or deny each assignment based on the reported adherence to this regulation. Adherence to FWA requirements may result in delayed responses from TRUE/Model.

BOOKING CONFIRMATION

- When booking Models through TRUE, the Client retains the Model to provide Modeling services at the times and locations requested by the Client.
- All bookings are considered binding upon written confirmation.
- Book or release will be enforced for options or rolls when a secondary job/Client is ready to confirm.
- TRUE/ has been hired by the Model to manage all of Model's business with Client.
- TRUE has introduced Model to Client and has been hired by Client to coordinate Client's business with Model which may include but is not limited to scheduling and invoicing for modeling services.
- Client agrees to contact and work with TRUE for all business with Model for the duration of the working relationship with Model.

MODEL INDEPENDENCE & CONFIDENTIALITY

- Model is an independent contractor who hires TRUE for services and is not liable for Model's actions and behavior.
- TRUE strongly recommends that Client assess Model(s) in person before booking.
- Confidentiality: All personal/business information about Model and TRUE shall remain strictly confidential and may only be disclosed internally to individuals who need such information to perform services related to the

Model's engagement. Client to furnish NDAs for Model and TRUE as needed.

CLIENT ENGAGEMENT TERMS: COORDINATION, SAFETY & COMPLIANCE

Specify any hair, makeup, shoe, undergarment, etc requests at the time of booking to ensure the Model is prepared to fulfill your requests. Disclosure of extraordinary conditions or requirements to ensure Model safety, health and well-being at all times.

- Use safety pins and not straight pins unless the Model agrees to otherwise in writing prior to the booking confirmation. When using pins, please ask your team to not put them in their mouths, be careful not to stab/cut Model and pick all pins up from the floor. Please do not cut or steam garments while being worn by the Model.
- TRUE has been retained by Client and Model to coordinate Model's services to Client, which may include but is not limited to scheduling and invoicing for Modeling services.
- Model is retained by Client to provide Modeling services at times, rates and locations specified by Client.
- All bookings are binding upon written confirmation, based on the earlier of the travel or job date.
- Schedule changes, rate negotiations and bookings are to be handled exclusively through a TRUE representative. Direct arrangements with Models are invalid.
- Client will not aid or endeavor to solicit or induce TRUE Models to work directly with Client.

✓ SAFE & RESPECTFUL WORK ENVIRONMENTS: The Client agrees to provide the Model with a professional, safe, non-intimidating, and productive work environment, free from unreasonable risk of danger, abuse, harassment, or discrimination. This commitment includes establishing, clearly communicating, and consistently enforcing company policies designed to meet or exceed current legal standards for addressing abuse, harassment, or any other inappropriate behavior towards Models. Prompt and decisive action must be taken to prevent and address any such behavior. Always provide a clean, private changing area. Treat all Models with respect and professionalism at all times. Client is responsible for its employees and staff who interact with Model. TRUE operates in full compliance with all applicable laws, including anti-discrimination statutes, and does not engage in discriminatory practices. However, clients dictate the terms of their requests, including model selection, based on their target market demographics, brand requirements or other business needs. As an intermediary, TRUE facilitates these engagements but cannot be held liable for client-driven model requests or selection criteria and decisions.

✓ NEW YORK STATE CIVIL RIGHTS LAW COMPLIANCE (NUDITY & SEXUALLY EXPLICIT CONTENT): Ensure that any employment, engagement, entertainment, exhibition or performance which requires nudity or other sexually explicit material complies with [New York State Civil Rights Law Section 52-c\(3\)](#). All Intimates and swim requires advanced notification to TRUE and written acceptance from Model.

✓ REPRESENTATIVE PRESENCE: Client will allow Model to be accompanied by their agent, manager, chaperone, or other representative to any employment, engagement, entertainment, exhibition, or performance.

✓ LIABILITY INSURANCE: Client will provide liability insurance to cover and ensure the health and safety of Models during all engagements. A valid certificate of this insurance, sufficiently covering Models, must be provided to TRUE prior to any work commencement. TRUE requires proof of this insurance before work begins. If a Client

fails to provide proof, TRUE will notify the Model and the booking may only proceed with the Model's written consent—acknowledging the risk and releasing TRUE from liability. Models working with uninsured Clients assume all associated risks.

☒ Model has the right to voice any problems without fear of being punished or treated unfairly. Client and Manager agree to not retaliate.

FEES/PAYMENT/USAGE

- A completed credit application is required to set up a new client in TRUE's accounting system.
- All payments for Model and TRUE services are payable to TRUE, Inc. dba TRUE Model Management.
- Invoices are due upon receipt unless otherwise agreed in writing at time of booking. Invoices paid after thirty (30) days of services rendered, will incur at least a 2% (two percent) monthly late fee.
- Confirmed fitting time is billed in full, even if unused.
- Options must be booked or released if a secondary job is ready to confirm.
- 20% Service Fee applied to all Model rates and usage fees.
- All approved expenses related to Model's work are paid by Client.
- Usage rights are strictly limited to granted terms; extensions require written agreement.
- Terms are due upon receipt of invoice unless negotiated otherwise at time of booking.

PAYMENT OBLIGATIONS/NO USAGE WITHOUT FULL PAYMENT/CONSEQUENCES OF NON-PAYMENT

- Client must pay the Model and Manager in full as agreed before any of the work product can be used.
- In the event of Client bankruptcy, Client agrees to classify each fit Model as an Essential/Critical Vendor.
- Manager will provide written notice of non-payment to the Client, allowing a reasonable cure period (e.g., 10 business days) before enforcing consequences.
- If the Client is providing services for or to a third-party end user ("end user" e.g., designer, manufacturer, advertisers, producers, etc), the Client remains liable for ensuring full payment; Client acts as the agent for that third party. The Client must ensure the third party agrees in writing to the same terms as this agreement, including:
 1. Payment Obligations: The third party must pay the Agency within 30 days of receiving an invoice.
 2. Image Usage Restrictions: The third party cannot use any images until payment is made to the Agency and must follow all usage restrictions (e.g., territory or media limits).
 3. Fees Handling: Any fees the Client collects from the third party for these services must be placed in a designated account. These funds are held in trust for the Agency until all payments owed by the Client are settled.
 4. End User Invoicing: TRUE may choose to invoice the "end user" instead of or in addition to the Client. If the Client is booking for the end user, both the Client and end user are equally responsible for paying the fees.
- All rights to use images, videos, or assets (the "Assets") are revoked from all Parties involved if payment is incomplete.
- Unauthorized use of the work product following incomplete payment must cease immediately, and all materials must be removed from circulation.
- In the event of non-payment by the Client, the Manager reserves the right to seek payment directly from the end user or any third party benefiting from the work product.
- Failure to meet payment obligations may result in service interruptions, termination of future collaborations, adverse effects on credit standing, and potential legal recourse. Additionally, non-payment may lead to reputational damage for Client.
- Payment Terms Adjustment: The Agency can change payment terms before the booking is confirmed, if needed.

GO-SEE/CALLBACK POLICY

- Time Limit: 15 minutes per Model (notify TRUE if more time is needed).
- Extended Time: If a go-see exceeds twenty (20) minutes, fitting rates apply for additional time.
- Fittings Required: For garment corrections or longer sessions, schedule a fitting instead.
- Courtesy Limit: 2 free go-sees/callbacks per Model; the 3rd incurs applicable charges.

ALL CANCELLATIONS - *Client initiated*

- SAME DAY booking cancellation - Full fee applies for anytime not used.
- Any cancellations after the required deadlines will be billed at full fee.
- Any fees actually incurred for the booking, including but not limited to Covid testing, travel expenses and related nonrefundable fees, shall be reimbursed by the Client regardless of when the cancellation of the booking occurs.
- If a Client's requested time requires TRUE to move another Client's confirmed booking, the requesting Client agrees that this booking is confirmed. Client agrees that, because this type of booking forces another Client and Model to lose a confirmed booking, any cancellation or rescheduling will be charged the full fee regardless of time/day the booking is changed.
- Market Weeks: Holds must be confirmed or released 2 weeks prior to the start date. Confirmed bookings cannot be cancelled or reduced at any point. Shifting times may be granted only if the Model's schedule allows for it.
- Agency/Manager-initiated cancellations:
 - TRUE reserves the right to cancel bookings with reasonable notice.
 - TRUE will attempt to provide a suitable replacement where possible.

CANCELLATIONS, REDUCTIONS or RESCHEDULING in MANHATTAN, NY & VIDEO CONFERENCE BOOKINGS

To avoid full fees, send cancellation/rescheduling requests by email within the timeframe:

- Less than 3 hours: By noon the business day before
- 3-4.75 hours: 3 business days before
- 5+ hours: 5 business days before
- Mondays & Holidays = Submit changes in email by noon on the full working business day before

CANCELLATION POLICY (CONTINENTAL USA, EXCLUDING MANHATTAN)

- 7+ business days before travel: No fee
- 5-6 business days: 50% of total fee
- 4 or fewer business days: Full fee

RATE TERMS FOR SERVICES IN THE CONTINENTAL USA ONLY

- **Minimums:** Some Models require minimum booking hours/timeframes.
- ☒ **Meal & Rest Breaks:** Provide at least one 30-minute meal break and reasonable restroom breaks during any work day that is booked for eight consecutive hours or more. Billed at the applicable rate unless waived in writing by TRUE at time of booking.
- **Standard Rates:** Apply to weekdays (9:00 AM-5:30 PM, non-holidays).

RATE TYPES

Hourly Rate:

- Applies to NYC and Video Conference fittings unless otherwise agreed in writing.
- Fittings exceeding 1 hour in Manhattan, NY: Billable in 15-minute increments based on the applicable hourly rate.

Day Rate (Eight (8) Consecutive Hours):

- Includes 30-minute meal break + reasonable breaks for bathroom, snacks, etc.
- Applies to travel-based fittings.

Half-Hour (standalone) Fittings:

- Hourly rate minus \$50 (if rate >\$250/hr), subject to Model/TRUE approval.
- After 30 minutes, full hourly rate applies.

Overtime (OT=Weekdays/Non-Holidays):

- ☒ OT= 1.5x hourly rate for:

Work outside 9:00 AM–5:30 PM.

- Time exceeding 8 consecutive hours (billed in 15-minute increments for partial hours).

Weekend/Holiday/Travel Rates:

- Varies; Available upon request.

Intimates Rate:

- Specific approval from the Model and agency is required for swimwear and apparel including bras, panties, slips, pantyhose, sleepwear, and transparent/translucent garments prior to booking.
- Requires prior notification and written approval from TRUE/Model.
- Higher rates apply to swimwear, intimates, bras, panties, bodysuits, men's underwear/boxer shorts, slips, pantyhose, sheer garments, including but not limited to sleepwear that requires no bra &/or underwear to be worn during fitting., etc. Rates for such use must also be agreed upon in writing prior to booking.
- Client agrees to track fit time and alert Model's booker.
- Limit attendees to those who are essential for lingerie/intimates or swim.

Wear Tests: Billable; rate depends on assignment. Contact booker for scheduling.

Photo/NYC Video Conference//E-Commerce Usage: Hourly rate applies unless otherwise agreed in writing; Rates negotiated at time of request.

Total Fees: Includes all Model rates, service fees, and usage fees (prior to late/finance charges).

PHOTOGRAPHS/VIDEO RECORDING

● Technical Fitting Images:

- Photos/videos for technical fitting corrections must be taken with company-owned devices (not personal), using a standard still camera/phone. If taken on a personal device, recordings must be deleted immediately after transfer to a company device.
- Screenshots/images of fully dressed Models must be unrecognizable (neck down only).
- Written consent from Model and TRUE required for videos/photos of intimates or sheer clothing at time of booking.

- **Image Integrity & Representation:** A Model's image must not be used in a derogatory or misleading way. AI edits or composites require written consent from both the Model and TRUE; traditional retouching is allowed. It's also prohibited to show the Model using or wearing items not actually worn.
- **Face/Video Content:**
 - Photos of a Model's face or any video/moving image work require prior written approval (email acceptable) from both TRUE and the Model, with agreed compensation.
 - Screenshots/images of fully dressed Models must be unrecognizable (neck down only).
- **Usage Approval:**
 - All imagery/content intended for public viewing must be pre-approved in writing by TRUE and the Model.
- **Behind-the-Scenes:**
 - Recording during breaks or private moments is prohibited unless explicitly approved in writing by the Model or authorized agent before booking.

DIGITAL & PHYSICAL/SCANS/FORMS/LIKENESS CREATION & USAGE

- ☒ **Model's Replica/Likeness Consent:**
- Prior Notification to TRUE & Model's explicit written consent is mandatory before collecting data, developing, or using any:
 - Body scans, dress forms, or likenesses (including but not limited to: physical/AI/digital replicas, NFTs, avatars, etc.).
 - Reproductions of existing forms/scans/likeness.
 - Software recordings or use of a Model's figure, posture, and/or measurements.
- **Model's Signed Consent Agreement for Replicas Must Fully Detail:**
 - Scope of use and purpose/usage.
 - Agreed pay rate and payment terms.
 - All parties involved in accessing or using the replica.
 - File type(s) for creation and use.
 - Computer programs/software for creation and use.
 - Duration of use, including any renewal terms.

TRAVEL POLICIES: FITTINGS OUTSIDE MANHATTAN, NY

- Full-day minimum required unless waived in writing prior to booking confirmation.
- Travel time billed at hourly rate (weekdays, 8:30 AM–6:00 PM) or half-rate (other times).
- Half hourly rate for flight/transportation delays.
- TRAVEL RATE (outside of NYC): Hourly rate for travel applies during work hours M-F 8:30 AM–6 PM. Half of the Model's hourly rate applies for travel during other times unless otherwise agreed in writing prior to confirmation.
- TRAVEL (outside of NYC) DELAY RATE: Half the applicable Hourly Rate for delay caused by a flight or transportation.
- INTERNATIONAL TRAVEL: Requires separate written agreement with TRUE and Model.

TRAVEL ARRANGEMENTS

- Client will book and pay for direct flight airfare, hotel accommodations, car/transportation, baggage, and food/beverages for Model and send the itinerary to TRUE for approval before booking.
- Client will provide all meals, snacks, beverages, hotel accommodations, transportation (including but not limited to flights, car services, etc), transfers, work visas, government fees/taxes, and additional expenses on a per diem basis.
- Client will arrange transportation for all car services and transfers, and provide all travel documents, instructions, introduction letters and all info for work visas and taxes for each country to TRUE before travel in a timely manner.
- Client will confirm that all travel documentation is filed properly and approved for travel.
- In the event that TRUE is directed by Client to arrange Model's travel and TRUE agrees, the Booking Service Fee is \$75.

TRAVEL DELAYS & REIMBURSEMENT

- **Expense Reimbursement:**
 - TRUE bills Client for all pre-approved expenses paid by Model/TRUE.
 - If Client reimburses Model directly, provide proof of payment to TRUE.
- **Unscheduled Stays:**
 - Client covers reasonable, safety-related lodging costs (with receipts).
- **Delay Fees:**
 - Hourly: Half the Model's hourly rate per hour of flight/transport delay.
 - Overnight: Overnight Travel Rate applies.
 - Extended Delays: Half the day rate for each day Model cannot return home as scheduled.

VIDEO/VIRTUAL CONFERENCE (VC) FITTINGS & MEETINGS

- Pre-measure garments before shipping, if possible.
- **Sample Requirements / Include in box of samples:**
 - RETURN ADDRESS LABEL
 - Packing tape, pins, tape measure, or anything else the Model will need.
- **Logistics & Communication:**
 - Provide carrier/tracking number and VC login details to Model's booker.
 - Share garment description/style# list in the order you plan to fit samples.
 - Notify booker in advance if extra services (steaming, photos) are needed for scheduling/billing.

TERMINATION OF SERVICES

- If standard, recurring bookings with Model are to be terminated, Client agrees to give TRUE at least one month's notice of a pending Model change and will give TRUE the opportunity for Model to remedy any issues or for TRUE to find a replacement Model.

TERMS and CONDITIONS

Digital Media, IP, & Promotion

- TRUE Model Management retains ownership of all branding, trademarks, images, and media on its website or promotional materials.

- Clients may not use TRUE logos, branding, or imagery without prior written approval.
- Unauthorized reproduction or distribution of content from TRUE's site or services is strictly prohibited.

Website Use

- Users agree not to misuse the TRUE website for unlawful, harmful, or disruptive purposes.
- TRUE is not liable for outages, viruses, or other issues resulting from website use.
- Any data shared via the website is subject to TRUE's Privacy Policy.

Indemnification

- Clients agree to indemnify and hold harmless TRUE, its affiliates, and employees from all claims, damages, losses, and expenses arising out of:
 - Use of Model imagery beyond agreed terms
 - Workplace violations or harassment during a booking
 - Breaches of these Terms

Limitation of Liability

- TRUE is not liable for indirect, incidental, or consequential damages arising from:
 - Cancellations
 - Website downtime
 - Loss of business opportunities
- TRUE's maximum liability for any claim shall not exceed the fees paid for the specific booking.

Force Majeure

- TRUE shall not be liable for delays or failures caused by events beyond its control, including but not limited to acts of God, strikes, pandemics, travel disruptions, or governmental restrictions.

Severability

- If any clause is deemed invalid, the remainder shall remain in full force.

TERMINOLOGY

To avoid confusion, we request all Clients to classify bookings with the following terminology:

BOOKINGS

- **Standard Confirmed Booking or Standard Appointment** (standard/standing) - A recurring, confirmed Client/Model booking at the same day and time each week. Once a standard is established, there is no need to reconfirm. Standards are still subject to the cancellation policies above.
- **Confirmed Booking** ("confirmed" only, is not a "standard") - A Client's request to book a Model for a specific day and time that has been confirmed in writing/email by a TRUE representative. After the initial confirmation is made between Client and TRUE, it is not required to call/email to reconfirm prior to the booking. Confirmed bookings are subject to cancellation policies above.
- **First Option Tentative Booking (1st hold)** - A Client may tentatively hold a specific day and time for a Model with the understanding that it will only be held until noon of the business day prior to the booking, or until another Client is prepared to confirm this time. If this occurs, the first hold will have the opportunity to confirm or release the tentative time held. If the time is released, the Model becomes available to another Client. If the Model is confirmed, the booking is subject to the cancellation policies above.
- **Second Option / Secondary Booking (2nd hold)** - A Client may request to hold a specific day and time for a Model who is already booked or held by another Client at the same time. In this situation, the second option Client will be in queue on a wait-list, but this is not a confirmed booking. If the Client holding the time that you request releases the time, you will be notified and given the opportunity to either confirm the booking or release the hold. A

secondary option does not ensure you will have time with the Model, it is just a request. If the Model becomes confirmed, the booking is subject to cancellation policies above.

- **Third Option (3rd hold)** - A Client may request to hold a specific day and time for a Model who is currently booked with or held by another Client at that time and a different Client has a 2nd option at the same time. The next Client to request this time will be third in queue for that specified date and time. If the first two Clients release the time, the third will be notified and given the opportunity to confirm the booking or release the hold. A third option does not ensure you will have time with the Model, it is just a request. If the Model does become confirmed, the booking is subject to the cancellation policies above.**Invoice** -TRUE's accounting department will send a final invoice for payment to your billing department.The hours worked, rate, service charges and overtime if applicable will be fully calculated on the invoice.
- **Request/Pending** - This term is used when a Client knows it will need time with a specific Model during a given week or day but does not have an exact date and/or time. TRUE will note this request, call the Client closer to the requested date(s), and try to accommodate the Client's needs at that time. A request/pending does not guarantee time with the Model.
- **Roll/Rollover** - A temporary hold or extension of a standard or confirmed booking time. It is not confirmed or billed until the Model works the time. Applicable only during designated times and requires notification to TRUE and prior approval from Model. If another client requests to confirm the Roll time, your company/original Client agrees to respond to TRUE promptly to confirm or release the Roll/Rollover.
- **Voucher** - After each fitting, the Model and the Client will sign an electronic or paper voucher to indicate that the job has been completed. This is a record of work, and is NOT a final invoice. It will not provide a final calculation of the amount due or any overtime. Please share email addresses of the company representatives who should receive vouchers and a copy(s) will be emailed for the company's records. Please contact Model's booker if a contact needs to be added/deleted/updated.

At TRUE, we are committed to continually elevating our standards and value open communication. Your feedback about our Models and staff helps us enhance our services and exceed expectations.

For any questions or feedback,
please contact your Model's booking agent and/or email DaleNoelle@TRUEModel.com.

If you have comments, questions or updates to your compliance status regarding the NYS Fashion Workers Act, please email fwa@truemodel.com.

Thank you for choosing TRUE Model Management!