

ANGIE'S
AMTI

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AMTI



Contact Information

Address: 825 Exhibition Way, Suite 203
Ottawa, ON M4M 2S1

Phone: (613) 244-0544

Fax: (613) 244-0481

Angie Seymour — angies@amtimanagement.com

** In the event of an emergency outside of regular business hours,
cell: (647) 297-5913

Text messages and calls are permitted, but email is preferred

Lou Seymour — louamti@gmail.com

ANGIE'S AMTI

ANGIE'S MODELS & TALENT INCORPORATED AGREEMENT (the "Agreement") dated _____, 202__ between Angie's Models & Talent Incorporated ("AMTI" or "We" or "Us") 825 Exhibition Way, Suite 203, Ottawa, Ontario, Canada K1S 5J3 and ("You") residing at:

LAST NAME:	Fox		
FIRST NAME:	Victoria Fox		
ADDRESS:	605-100 Weeping Willow Lane		
CITY:	Ottawa	STATE/ PROVINCE:	Ontario
ZIP/POSTAL CODE:	K2K1E5	PHONE NUMBER:	613-404-5881

1. **Scope of Services:** Our services include managing, advising, counseling promoting and negotiating, on your behalf, in The Agency undertakes to act as your agent/manager and representative and to provide you with guidance and advice relative to all aspects of the your professional career and development; aiding in the negotiating of agreements affecting your career, and invoicing and collecting your fees as provided below. We undertake to provide advice to you with respect to your artistic style and approach, your branding (if applicable) and your development. You understand that in providing our services, we are not an employment agency or theatrical agency, and that advising you regarding modeling or acting assignments is incidental to the management services outlined above. You further understand that all decisions regarding travel and booking are yours exclusively and you assume all liability with respect to any consequential losses suffered by you as the result of your decisions.
2. **Territory:** The universe.
3. **Exclusivity:** During the Term, you hereby assign AMTI to act as your exclusive Canadian agency, and placement agency during the term. You agree not to employ any representatives, managers or agents in Canada other than AMTI concerning any aspect of your modeling or acting career without prior written consent to us. You also agree not to accept any assignments or opportunities throughout Canada except those booked or arranged through us. You represent that you are not a party to any other agreement regarding your professional representation or management within Canada, and will forward to us all inquiries and offers made directly to you. During the Term, you shall not engage or permit, any third party to render the services, which AMTI is engaged to render hereunder (whether such third party services are characterized as a manager, consultant or otherwise).
4. **Term:** The initial term of this Agreement is three (3) years from the date hereof, and should be automatically renewed for successive two (2) year terms unless either you or we give written notice of termination at least thirty (30) days prior to the end of a

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term. In the event that AMTI, at any time during the term of this Agreement and in its professional opinion determines in its sole discretion that you are no longer able to model or act professionally, based upon, without limitation, (a) your failure to maintain your ideal measurements, (b) your failure to cooperate with AMTI booking procedures and policies, (c) your failure to remain available for modeling or acting assignments, (d) poor responses from clients, photographers or casting directors to either your personal appearance or portfolio, (e) any misconduct on your part which adversely effects AMTI's professional image or your reputation in the modeling or film/television industry, or (f) conviction for an offence / involving, in the good faith judgment of AMTI, fraud, dishonesty or moral turpitude, it shall have the right to terminate this Agreement upon thirty-days' notice to you. Additionally, if you feel we are in breach of our obligations under this Agreement, you may terminate this Agreement at any time upon thirty (30) days' written notice if we don't cure the breach described in your notice within thirty (30) days. In the event that this Agreement has been signed on your behalf by your parent and/or guardian, you agree that the two-year term shall be automatically extended and shall run from the date of your eighteenth birthday, unless you provide notice in writing to AMTI of your desire to terminate the Agreement within thirty (30) days following your having reached the age of eighteen (18) years. During any such notice period, you agree to continue with AMTI as your Canadian representative and to stay in regular contact with AMTI with respect to all bookings and other modeling and acting assignments.

5. Compensation:

- (a) As a model, you will pay AMTI an amount ("Fee") equal to (i) twenty percent (20%) of your Gross Compensation (defined below) earned for work performed under contracts or relationships negotiated or introduced by us.
- (a) As an actor performing Non-Union work, you will pay AMTI an amount ("Fee") equal to (i) twenty percent (20%) of all Gross Compensation earned for Non-Union work performed under contracts or relationships negotiated or introduced by us.
- (b) As an actor performing Actors Union work (ACTRA, AFTRA), you will pay AMTI an amount ("Fee") equal to fifteen percent (15%) of your gross compensation earned for Actors Union work performed under contracts or relationships negotiated or introduced by us.
- (c) "Gross Compensation" shall include compensation from all sources - runway, print, catalogues, magazines, campaigns, television, commercials, motion pictures, theatre, radio, internet, public appearances, sponsorships, endorsements, and any and all other exploitations of your services, talents and activities in any way connected with or appurtenant to the entertainment industry and related fields throughout the universe including salaries, fees, earnings, royalties, residuals, proceeds, buyouts, bonuses, prizes or other compensation received at any time from any assignment introduced or negotiated by us ("Covered Activities"). Our Fee extends to any booking or engagement performed by you subsequently to the termination of this Agreement if such booking or engagement was negotiated, solicited, or accepted by you prior to such termination including renewals, options and renegotiated contracts.

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6. **Reimbursement of Advances/Debts:** If you incur any debts under this Agreement as a result of Cash Advances made to you by AMTI, including without limitation the amount of any hotel or travel expenses advanced to you by AMTI, you hereby authorize AMTI to collect any monies due directly from funds you may earn in order to satisfy any of your outstanding debt obligations to AMTI.
7. **Warranties and Obligations:** For the entire duration of this Agreement, and that of any renewal or extension thereof, you represent and warrant to AMTI that:
- (a) You are well aware of the market and the industry covered by the present Agreement and was sufficiently informed of the highly speculative nature and uncertainty of the activities subject hereof, and therefore recognize and agree that AMTI cannot provide any warranty of performance, results or profitability, and that your consent hereto has not relied on any promise or representation to that effect. Accordingly, you agree that AMTI's obligations hereto or arising out hereof constitute what it is agreed to characterize as "obligations of means" and can not in any way be interpreted so as to create so-called "results" obligations incumbent upon AMTI.
 - (b) You recognize and agree that the quality of your image and reputation are essential elements to enable AMTI to fulfill its obligations and maximize demand for services for you, to advance your career.
 - (c) You agree to use any so called social media (such as, but not limited to Facebook, Twitter, Instagram and others) or in any other media, in a thoughtful manner and to refrain, at all times, from displaying or posting any image or photography derived from or related to any of the ACTIVITIES, or that is otherwise likely to tarnish or diminish the value and image of yourself and AMTI. You also agree to use good judgment and restraint in the display of any personal image or photograph, to prevent any harm to your image and AMTI's efforts. You also have the choice to market yourself on social media by tagging @angiesmodels or @amticom in your bio.
8. **Independent Contractor:** You agree that the relationship between you and us is that of an independent contractor and not an employment relationship. Accordingly, you shall be responsible for (i) your own expenses, unless paid by the client on bookings, such as travel, lodging, entertaining, wardrobe or makeup, it being understood that we shall not be responsible for paying or reimbursing any such expenses, (ii) preparing and filing your personal tax returns and for the payment of all taxes. Pension Plan premiums Employment Insurance premiums and the goods and service tax when due, (iii) the terms and conditions of your engagements by clients, including your compensation and compensation rate from them, which shall be determined by each client and you after consultation with us, and (iv) to make your own arrangements for short term or long term disability coverage and for insurance for accidents or injuries that might occur during the course of performing work in the professional modeling and the entertainment industry. You shall be treated as an independent contractor and not as an employee and the AMTI shall not withhold or pay any federal, provincial or state taxes or premiums on your behalf, including income tax, Employment Insurance premiums, Pension Plan contributions or Workplace Safety and Insurance Act premiums. You agree you are solely responsible for the performance and completion of and the compliance with the conditions of all work done for clients. You shall not act as an agent of AMTI. You are not entitled to enter into any agreements or incur any obligations on behalf of AMTI, and are not authorized to bind AMTI in any manner whatsoever. Nor form of joint venture, partnership, or similar relationship between the parties is intended or hereby created.

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All of your activities will be at your own risk and you are hereby given notice of your responsibility for arrangements to guard against physical, financial, and other risks, as appropriate.

9. **Effect of Termination:** Notwithstanding the foregoing, Agency Commission for Gross Compensation earned or received by or on behalf of you after the Term solely in connection with services rendered by you after the expiration or termination of the Term under agreements for Covered Activities executed during the Term or three (3) months thereafter shall continue for a period of four (4) years following such expiration or termination (herein referred to as "Post Term Compensation"), and Agency Commission during such four (4) year period shall be as follows: (i) First Post Term Year: You shall pay Agency Post Term Compensation in the amount of fifteen percent (15%) of your Gross Compensation; (ii) Second Post Term Year: You shall pay Agency Post Term Compensation in the amount of ten percent (10%) of your Gross Compensation; (iii) Third Post Term Year: You shall pay Agency seven and one-half percent (7.5%) of your Gross Compensation; and (iv) for the Fourth Post Term Year: You shall pay Agency Post Term Compensation in the amount of five percent (5%) of your Gross Compensation. Thereafter AMTI shall no longer be entitled to the Agency Commission. Notwithstanding the foregoing, the Post Term Compensation shall be co-terminous with the total period of this Agreement (i.e., by way of example, if the Agreement shall only last three (3) years the Post Term Compensation shall continue for a period of three (3) years.)

10. **Indemnity: Security Interest:** You shall indemnify and hold us and our agents, employees, officers, directors and representatives harmless from and against any claims, liability and expenses arising out of your failure to fulfill your obligations hereunder or your obligations to any client.

11. **Notices:** All notices, consents or approvals given pursuant to this Agreement shall be in writing and shall be sufficiently given if sent by registered mail or courier to the addresses set forth, above, or to such other address as we may furnish you or you may furnish us from time to time. Any notice, consent or approval given hereunder shall be deemed to have been given at the time of mailing.

12. **Representations and Warranties:** You represent and warrant that you have the right to enter into this Agreement and are not now under contract to any personal manager or agent who performs similar services, which you have not disclosed to us, and that all of the information set forth herein is true and correct.

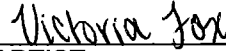
13. **Entire Agreement:** This Agreement constitutes the entire agreement between us regarding the subject matter hereof, supersedes all prior oral or written agreements, understandings and discussions, and may only be amended in a writing signed by you and us. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect as if such invalid or unenforceable term had never been included.

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AGREED & ACCEPTED ON THIS 28 DAY OF February 2021



BY: ANGIE SAKLA-SEYMOUR
DIRECTOR
AMTI



ARTIST
OR PARENT

*(IF MODEL/ACTOR UNDER EIGHTEEN (18) YEARS OF AGE)

The undersigned hereby additionally agrees to indemnify Angie's Models & Talent Incorporated, its affiliates, shareholders, employees, agents, representatives; officers and directors, against any losses sustained as the result of the Model's/Actor's failure to abide by the terms of this Model & Actor Management Agreement between the Model/Actor and Angie's Models & Talent Incorporated.

ANGIE'S AMTI

LEGAL FULL NAME: Victoria Fox
FIRST LAST NAME ON CARD

E-MAIL: victoriafox1518@gmail.com INSTAGRAM: @

date of birth: 09/15/2002 SOCIAL INSURANCE NUMBER #: 556 308 231

HOME PHONE: (613) 592-1276 CELL PHONE: (613) 404-5881

ADDRESS: 100 Weeping Willow Lane 605
STREET UNIT #

Ottawa Ontario K2K1E5
CITY PROV. POSTAL CODE

EMERGENCY PHONE: (613) 223-1403 CONTACT PERSON: Tanya Fox

EMERGENCY EMAIL: tanyafox2@aol.com RELATIONSHIP: Mother

LANGUAGES: English ETHNIC ORIGIN: White

CAV ACTRA /
CO #: UDA /
SAG #:

SPORTS: Hockey, Running, Skating, Downhill Ski, Curling, Swimming, Badminton, Softball

PARTICULARS: No Ear
TATTOOS (WHERE?) PIERCING

(WHERE?)

DO YOU WANT TO TRAVEL? Yes

DO YOU WANT TO DO TV COMMERCIALS, FILM,
MUSIC VIDEOS, PRINT, OR ALL OF THE ABOVE? Yes

DRIVING LICENSE?: Yes DO YOU HAVE A CAR? No

AVAILABLE FOR SAME DAY
AUDITIONS?: We can try

CONTRACT DATE: February 28th, 2021 signature: Victoria Fox

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Annual Website Registration (choose appropriate Division with an "X". If you choose not to be added to the website, please leave blank)

X	Fashion
X	New Faces
X	Development
X	Principal
X	Commercial LIFE
	Kids / Pre-Teens

MEASUREMENTS

WOMEN

HEIGHT: 5'9

DRESS: 2-4

BUST: 38

WAIST: 30

HIPS: 35

SHOE: 7 1/2 - 8

HAIR: Strawberry blonde

EYES: Blue/Green

MEN

HEIGHT: _____

SUIT: _____

SHIRT: _____

WAIST: _____

INSEAM: _____

SHOE: _____

HAIR: _____

EYES: _____



While AMTI does its best to keep promotional costs down, there are certain expenses that our roster may need to incur to be marketed as follows:

Web:

Annual Website Registration: \$135.00

If you choose to be marketed online, in submitting images to us, either electronically or via any other method, you are giving AMTI permission to use those images on its website, which in turn is for promotional purposes only. Photos may be added or updated at any time as long as your registration is current. All submissions will be reviewed by AMTI before they go online. Registrations are current for one calendar year (12 months) beginning at the date of this agreement. Additional photo submissions are applicable only to the current registration year.

Models:

Comp Cards: \$110.62/25 cards

Portfolio: \$82

Developed Prints: \$25/print

Actors:

Actors Cards: \$110.62/25 cards

Other possible expenses to be aware of:

Requested money advance: 5% of total

*if requested by you for *completed* jobs before client pays accounts payable

Local courier: as charged

International courier [FedEx]: as charged

E-Transfer fee: \$1.50/transfer

ALL COSTS ABOVE DO NOT INCLUDE HST

Effective January 2020