

**TALENT AGENCY**  
**TERMS & CONDITIONS**

**1. General**

- 1.1 In these Terms and Conditions, the following words will have the meanings given to them below:
- "**Advance Payment**" means the advance fee payable by the Client to the Agent in respect of the Booking;
  - "**Agent's Services**" means the services to be supplied by the Agent in relation to a Booking and will include arranging the Talent and may, from time to time and depending on the Booking, include arranging flights, and/or accommodation and/or staging and/or lighting and/or personnel and/or retouching for a Booking (but only as may be agreed in writing and in advance by the Agent);
  - "**Agent**" means Bareface Productions FZ LLC of PO Box 72336, Dubai, UAE;
  - "**Agreed Usage**" means the use to which the Images can be put by the Client as specified in the Booking Form;
  - "**Agreement**" means the contract between the Agent and the Client for the provision of the Services incorporating these Terms and Conditions and the Booking Form;
  - "**Booking**" means the use of the Talent for a Shoot or a Show by the Client or any third party to whom the Client has introduced the Talent on a permanent or short-term basis as specified in the Booking Form;
  - "**Booking Form**" means a booking document, quotation or other similar object describing the Services;
  - "**Client**" means any entity that purchases Services from the Agent by signing a Booking Form;
  - "**End User**" means the entity that is represented by the Agent, who will initially use the Images;
  - "**Fee**" means the fee payable by the Client to the Agent in respect of a Booking (which will include without limitation, preparation for a Shoot and all Usage Rights);
  - "**Images**" means photographs, video, film or drawings of the Talent that are taken at a Booking, or any reproductions or adaptations of any of them (whether digital or analogue) either in whole or in part, alone or in combination with any words or other images;
  - "**Pencil Option 1**" means the Client has first option on a provisional booking for the Talent but must confirm the provisional booking as a Booking to the Agent within 48 hours of the request for the Pencil Option 1;
  - "**Pencil Option 2**" means the Client has second option on a provisional booking of the Crew as the Talent already has a pencil option 1 with a third party and if the Talent is released from that pencil option 1, the Client must confirm the provisional booking as a Booking to the Agent within 48 hours of the request;
  - "**Services**" means the services to be provided by the Talent as described in the Booking Form for a Booking;
  - "**Shoot**" means the photographic and/or film and/or video session carried out by the Talent at the Booking;
  - "**Show**" means the fashion/entertainment session carried out by the Talent at the Booking;
  - "**Start Time**" means the time at which the Talent will commence the provision of the Services;
  - "**Talent**" means a model (Model I, Model II, Arabic, Out of Town, Children (being under 18 years), Cast, New Faces, Actors, Family, Hands) or a session stylist (Food Stylist, Wardrobe Stylist, Make-up Talent, Hair Talent) registered with the Agency and booked by the Client;
  - "**Terms and Conditions**" means the terms and conditions as set out in this document and any subsequent terms and conditions provided in writing by the Agent.
- 1.2 These Terms and Conditions will apply to the supply of Services by the Client and/or the Talent to the Client as arranged by the Agent and will supersede any other documentation or communication between Parties.
- 1.3 Any variation to these Terms and Conditions or a Booking Form must be agreed in writing by the Agent.
- 1.4 These Terms and Conditions will be attached to the Booking Form and are accepted by the Client for each Booking.
- 1.5 Nothing in these Terms and Conditions will prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- 1.6 The Agent is acting as an agency and therefore cannot be held responsible for any non-fulfilment or breach of obligations between the Client and the Talent.

**2. Booking Form**

- 2.1 The Booking Form will be issued by the Agent for each Booking and will no longer be available to the Client after a period of 30 days.
- 2.2 The Agreement between the Agent and the Client will only come into force when the Agent confirms its acceptance of the terms of the Booking Form in writing to the Client.
- 2.3 The Client will be required to sign the Booking Form and return it to the Agent in respect of each Booking prior to the Start Time.
- 2.4 The Booking Form and these Terms and Conditions must be accepted by the Client in their entirety. By signing the Booking Form, the Client accepts both the Booking Form and these Terms and Conditions.
- 2.5 Unless the Agent agrees otherwise, it will be a condition of each Agreement that the Client delivers a Local Purchase Order to the Agent prior to the Booking.
- 2.6 The Fee provided in a Booking Form is an estimate and not a final quotation. The Client should allow a percentage for contingency in its budget in all cases. The Talent will endeavour to work for the Fee but the Fee may vary to enable to Talent, in his/her complete discretion, to provide the Client with an effective execution of the Booking.
- 2.7 Where additional expenses or time are incurred by the Talent as a result of alterations to the original Booking brief by the Client, or otherwise at the Client's request, the Client will be liable to pay such extra expenses or pay additional fees, at the Talent's normal rate, in addition to the original estimate agreed Fee.

**3. Services**

- 3.1 For each Booking, the Services are described in the Booking Form. Any variation to the Services must be agreed by the Agent in writing.
- 3.2 The Services will commence and finish on the dates specified on the Booking Form unless terminated according to the terms of this Agreement.
- 3.3 Unless otherwise agreed in writing and in advance, the Client may only request the provision of the Services for the following duration per day:
- stills - adults and children: full day – 8 hours
  - stills - adults and children: half day – 4 hours
  - film/video – adults: full day – 10 hours
  - film/video – adults: half day – 5 hours
  - film/video – children: full day – 8 hours
  - film/video – children: half day – 4 hours
  - max booking for children under 6 – 4 hours
- 3.4 If the Services include a booking of Talent that are children, the Client agrees to the following.
- The Agency can not guarantee and makes no confirmation that any child will shoot between 7pm and 7am. This includes early morning call times before 7am.
  - All children are entitled to one parent on set at all times (and if no parent is available, they may appoint a guardian who can exercise all powers and rights granted to the parent under this clause).
  - The Agency makes no guarantee that the parent will keep any child on set after the hours mentioned in the Booking Form. If the parent agrees to do so, then overtime will be charged up to a maximum of 12 hours for all children. No shooting after 12 hours will be allowed. No shooting is permitted after 4 hours with for any child under 3 in any circumstance.
  - The Client must inform the Agency if the child will be driving in a car, bus or other form of ground transport with someone else other than their parent. If the Agency is not informed in advance, then there is no guarantee the parent will allow the child to provide the Services on the day if the parent finds out on arrival on set.
  - The Agency makes no guarantee that children will perform as required by the Client and the Client agrees that the Fee will be paid whether the child performs or not. The Agency recommends that the Client have back up talent on standby at the Shoot location. If the Client requests back up Talent from the Agency, that back up Talent will be on set and available for the duration of the shoot and (in order to guarantee the Client's backup choice will remain available) will be charged at 50% of the Talent's usual full day rate if the Talent is not used in the Shoot and 100% of the Talents usual full day rate if the Talent is used in the Shoot or in any way appears in the Images. If the Client does not pay this fee for any back up Talent then the Client should inform the Agency of their other choices however, without payment, there is no guarantee that any

- particular Talent will be available – the Agency will notify the Client when it is (in its opinion) able to do so and will endeavour to make the requested back up available.
- 3.5 The Client may request a Pencil Option 1 or Pencil Option 2, but must confirm the Pencil Option 1 or Pencil Option 2 to the Agent within 48 hours of the request otherwise it will be cancelled automatically.
- 3.6 The Client must inform the Agent if the Talent will be asked to perform under any extreme circumstances including helicopter, heights, etc, anything that relates to health and safety. If the Agent is not informed in advance, the Talent has the right to cancel the Booking at any time and the Client will still be required to pay the Fee in full.

#### **4. Agreed Usage & Copyright**

- 4.1 The Client agrees that it must restrict the use of the Images to the Agreed Usage. The Agreed Usage, including the medium, territory and duration, will be specified on the Booking Form.
- 4.2 The Agreed Usage comes into effect from the date of full payment of the Fees. The Client agrees that no use may be made of the Images before payment in full of the Fees unless the Agent and the Talent agree otherwise in writing and which may be revoked at any time if full payment of the Fees is not made or if the Client goes into receivership or liquidation.
- 4.3 The Agreed Usage is restricted to the terms specified in the Booking Form. Any further use outside the scope of the Agreed Usage (including without limitation use in relation to another product or additional media or territories) will be subject to the Talent's prior written approval and the terms of that further use must be negotiated by the Agent and is normally subject to the payment of further fees by the Client.
- 4.4 The Client acknowledges that if a Talent advertises a product he/she is able to work for any competitor of the Client unless agreed otherwise and subject to negotiation and payment of an exclusivity fee.
- 4.5 Where a Talent is booked for a fashion show, payment of the Fee entitles the Client to the Services on the catwalk/ stage/ entertainment area for the specified show and to use the Images of the specified show on the basis that all such Images are for reporting purposes only.
- 4.6 If the Client is not the photographer or cameraman taking the Images, the Client will procure that the photographer or cameraman is aware of the restriction under clause 4.1 and clause 4.2 and complies with it. The Client indemnifies the Agency and/or the Talent for any loss or damage arising from a breach of clause 4.1 and/or clause 4.2 by the Client and/or the photographer or cameraman.
- 4.7 If the Client requires its own release forms or other documents to be signed by the Talent on the day of the Booking the Agency must be informed prior to the Start Time. If the Agency has not been informed the Agency can not be held responsible if the Talent will not sign any release form or document. If the Agency has been informed, the Agency will assist in getting the release form or document signed, however it will not be held responsible if the Talent omits, fails or refuses to sign them.
- 4.8 If the Client is not the End User, the Client will ensure that the End User is aware of the restriction under this clause 4 and complies with clause 4. The Client will indemnify the Agent and/or the Talent for any loss or damage arising from a breach of this clause 4 by the Client and/or the End User. Notwithstanding any other clause in this Agreement, the Client acknowledges and agrees that the Talent and the Agency, unless otherwise agreed in writing prior to the Booking, both have the right to use any Images for self promotion through any means (including without limitation social media, website, newsletters and marketing collateral) as soon as the Images have exploited by the Client in accordance with the Agreed Usage.
- 4.9 Notwithstanding any other clause in this Agreement, the Client acknowledges and agrees that the photographer and the Agency, unless otherwise agreed in writing prior to the provision of the Services, both have the right to use any of the Works for self promotion through any means (including without limitation social media, website, newsletters and marketing collateral) as soon as the Works have exploited by the Client in accordance with the Usage Rights.

#### **5. Price and Payment**

- 5.1 Subject to clause 2.6, the Fees will be agreed between the Agent and the Client and specified in the Booking Form.
- 5.2 Payment of the Fee is to be made in full on confirmation of the Booking unless specified otherwise on the Booking Form.
- 5.3 An overtime rate of 15% of the Fee per hour (based on the hours set out in clause 3.3) will apply to all Bookings exceeding the duration set out in the Booking Form. All overtime will be rounded up to the nearest hour.
- 5.4 There will be no rebate on the Fee if the Booking is less than the period of time specified in the Booking Form.
- 5.5 All Fees are payable in full regardless of whether or not the Client ultimately uses the Images.
- 5.6 All direct expenses incurred by the Agent and the Talent in connection with the provision of the Services will be charged to the Client at cost and are payable by the Client on production of appropriate receipts.
- 5.7 The Client may be requested to make an advance payment of a percentage of the Fee before the Booking commences. Failure to pay this advance will mean that the Talent has the right to cancel the Booking without penalty, the Client will forfeit any other monies paid previously and the Client remains liable for the cancellation fees set out in this Agreement.
- 5.8 The Client must inform the Agent before approval of a Booking by the Agent if a third party will be responsible for the payment of the Fee. The Client is to supply to the Agent all contact details of the third party responsible for making the payment to the Agent. Notwithstanding this, all invoices will be issued in the name of the Client and will be sent to the individual responsible for making the Booking unless otherwise agreed.
- 5.9 The Client will have no right to use any of the Images until the Fee has been paid in full in respect of that Booking and any other booking that may have been made by the Client through the Agency.
- 5.10 The Client will pay interest on all late payments at a rate of 1% per annum above the base lending rate of Emirates Bank. The Agent is also entitled to recover all reasonable expenses (including legal fees) incurred in obtaining payment from the Client where any payment due to the Agent is late.
- 5.11 The Client is not entitled to withhold any monies due to the Agent.
- 5.12 If the Client has outstanding invoices that exceed its agreed credit limit with the Agent, the Agent has the right to hold the high resolution images until payment of all outstanding amounts has been made by the Client.
- 5.13 The Agent is entitled to vary the Fee to take account of:
- 5.13.1 any additional Services or changes to the Services being requested by the Client which were not included in the original Booking Form;
- 5.13.2 any reasonable increase in hourly, daily or set rates, if applicable, and any variation must be notified to the Client in writing by the Agent.

#### **6. Cancellation**

- 6.1 If a Booking is cancelled for reasons outside the control of the Agent (including but not limited to unsuitable weather or light), the Agent reserves the right to charge a cancellation fee to the Client at the following rates together with all expenses incurred by the Agent up to the date of such cancellation:
- 6.1.1 The Client will be charged 100% of the Fee if a Booking is cancelled less than 24 hours before the Start Time;
- 6.1.2 The Client will be charged 50% of the Fee if a Booking is cancelled less than 48 hours from the Start Time;
- 6.2 The Client must notify the Agent immediately of the cancellation of a Shoot and the Agent will notify the Talent.
- 6.3 In addition to the above, the Agent reserves the right to charge a cancellation fee to the Client if:
- 6.3.1 the location provided by the Client is unable to accommodate the Talent or
- 6.3.2 the Client does not provide adequate facilities at the venue; or
- 6.3.3 traveling arrangements that are made by the Client interfere with the Services to be provided by the Talent.
- 6.4 If the Talent cancels the Booking due to force majeure or illness, neither the Talent nor the Agent will be held in breach of this Agreement or the Booking Form by the Client but must provide reasonable proof of such force majeure or illness.
- 6.5 In the event of cancellation by the Talent the Agent may substitute a replacement Talent, subject to the Client's reasonable approval.
- 6.6 Subject to clause 6.4, if the Talent cancels the Booking and a replacement cannot be supplied under clause 6.5 any part of the Fee paid in advance will be repaid in full with 14 days of the cancellation.

#### **7. Meals/Travel/Per Diems/Expenses/Travel Insurance/ Transport**

- 7.1 The Client is responsible for the arrangement and payment for any travel, transportation and accommodation that may be required for the Talent to provide the Services unless otherwise agreed in the Booking Form.
- 7.2 The Client is responsible for all meals and refreshments for the Talent from the time the Talent leaves their home until they leave the location after the Booking.
- 7.3 The Client understands and agrees that all children must be given one hour for lunch on a full day shoot.

#### **8. Insurance**

- 8.1 The Client will be responsible for the Talent's health and safety when the Talent is travelling on behalf of the Client and/or providing the Services. The Client will maintain adequate insurance cover to cover this obligation to the Talent and will indemnify the Agent and/or the Talent in respect of any claim by or on behalf of the Talent for any such loss or damage.

## **9. Client Obligations**

- 9.1 The Client agrees to cooperate with the Agent as may be required.
- 9.2 The Client agrees to refrain from directly or indirectly recruiting any person represented by the Agent for a period of 6 months following completion of the Services (unless booked through the Agent).
- 9.3 The Client agrees to provide adequate breaks for the Talent.
- 9.4 The Client will provide a suitable area for the Talent and ensures there is an adequate power supply which meets industry standards if electrical equipment is to be used as part of the Shoot and/or Show.
- 9.5 The Client is responsible for ensuring that the venue for the Shoot and/or Show and any equipment belonging to the Client and used by the Talent comply with reasonable health and safety regulations.
- 9.6 If the Talent is expected to wear clothes and/or costumes for the Shoot and/or Show that are to be provided by the Client they must be clean, dry, pressed and suitable and fit to wear. The Agency cannot be held responsible if the Talent refuse to wear such clothing for any reason.
- 9.7 Where the Talent is expected to change clothing the Client must provide adequate private dressing facilities with mirrors and running water. The Client acknowledges that public toilets are not acceptable.
- 9.8 The Client agrees to treat the Talent politely and in a professional manner.
- 9.9 The Client will take every reasonable precaution to prevent the Talent being threatened, verbally abused, or physically abused by the any third party during the Booking. The Client agrees that if the Talent is threatened, verbally abused, or physically abused by anyone during the Booking then the Talent will be entitled not to proceed with the provision of the Services, without penalty, and will remain entitled to the payment of the Fee in full and without deduction.
- 9.10 The Client is responsible for ensuring that the location and any equipment belonging to the Client and used by the Talent comply with health and safety regulations.
- 9.11 The Client is responsible for complying with all legal obligations connected with the Booking of the Talent including:
- 9.11.1 providing a suitable contract of employment where necessary;
- 9.11.2 obtaining any work permits or other approvals to enable the Talent to provide the Services; or
- 9.11.3 obtaining all visas that may be required for the Talent to provide the Services prior to the commencement of a Booking.
- 9.12 If the Client fails to comply with clause 9.11 and the Talent cannot provide the Services as a result, the Client remains liable to pay the Fee and for any other expenses that may be payable by the Agent and/or the Talent.
- 9.13 The Client is responsible for ensuring that a fully stocked first aid box and fire extinguishers are at the location.

## **10. Agent Obligations**

- 10.1 The Agent will supply the Agent's Services. In addition, the Agent will ensure that the Talent supplies the Services as specified in the Booking Form.
- 10.2 The Agent will ensure that the Talent supplies the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and statutory obligations.
- 10.3 The Agent will take all reasonable steps to ensure that the Talent behaves in an acceptable manner but the Client agrees that the Agent will not be held responsible for the conduct of the Talent in respect of either a Booking or any other matter that is the subject of this Agreement.

## **11. Changes**

- 11.1 Any changes to the Booking will be subject to these Terms and Conditions.
- 11.2 If changes are required to the Booking on the day of the event these changes should be discussed with the Agent where possible, otherwise agreement should be reached between the Client and the Talent.
- 11.3 If the Talent is unable to complete the provision of the Services due to a delay in the start of the Booking and where such delay is no fault of the Talent, the Client will remain liable to pay the Fee in full and without deduction.
- 11.4 The Talent is not obliged to finish the provision of the Services where a Booking has started late due to the Clients actions nor is the Talent obliged to extend the duration of the Booking.
- 11.5 If the Talent is required by the Client to extend the length of the Booking, the Agency is entitled to charge the Client a further fee, based on the usual day rate of the Talent or the Fee (whichever is the higher) and including a premium for the overtime worked.

## **12. Re-engagement of the Talent**

- 12.1 The Client must negotiate all future bookings for the Talent directly with the Agent for a period of 6 months after the Booking.

## **13. Complaints**

- 13.1 In case of any dispute between the Talent and the Client relating to a Booking, the Client will immediately inform the Agent about the disagreement and the Agent will use reasonable endeavours to resolve the disagreement.
- 13.2 The Client must inform the Agent immediately during a Booking if there are any complaints or issues with the Talent. The Agent will deal with those issues and complaints as soon as practicable.
- 13.3 Disputes, complaints or issues raised under clause 13.1 or 13.2 cannot be addressed after a Booking and, when raised after a Booking, do not entitle the Client to a reduction in the Fee.

## **14. Confidentiality**

- 14.1 In this clause, "Confidential Information" means all information exchanged between the parties (either before or after the date of this Agreement) for or in connection with the performance of this Agreement, but does not include information which:
- 14.1.1 is or becomes public knowledge other than by breach of this Agreement or by any other unlawful means;
- 14.1.2 is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party or prior to that party's execution of this Agreement, as the case may be;
- 14.1.3 has been developed or acquired by a party independently of this Agreement; or
- 14.1.4 is required by law to be disclosed.
- 14.2 The Client will keep confidential and will not disclose to any third parties or make use of any of the Confidential Information, except:
- 14.2.1 as may be reasonably necessary to enable the Client to carry out its obligations in relation to a Booking; or
- 14.2.2 as required by law.
- 14.3 The Client must ensure that its employees, contractors, servants and agents comply with this clause.

## **15. Termination**

- 15.1 A Booking Form will continue in force until the Services have been provided as set out in the Booking Form or as mutually agreed in writing by both Parties or until terminated by either party in accordance with these Terms and Conditions.
- 15.2 The Client may terminate an Agreement if the Agent fails to comply with any aspect of that Agreement and this failure continues for a period of four weeks after written notification of non-compliance is received by the Agent.
- 15.3 The Agent may terminate an Agreement if:
- 15.3.1 the Client has failed to make any payment that is due within 4 weeks of the sum being requested in writing;
- 15.3.2 the Client commits a material breach of an Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so;
- 15.3.3 the Client commits a material breach of an Agreement which cannot be remedied under any circumstances.
- 15.4 Either party may terminate an Agreement if:
- 15.4.1 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 15.4.2 the other party ceases to carry on its business or substantially the whole of its business; or
- 15.4.3 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 15.5 In the event of termination of any Agreement, the Client must pay the Agent the Fee for all Bookings completed and expenses in relation to any and all Bookings that were confirmed as at the date of termination.
- 15.6 Any right to terminate an Agreement will be without prejudice to any other accrued rights and liabilities of the Parties arising in any way out of that Agreement as at the date of its termination.

**16. Warranty**

16.1 Both Parties warrant that they have the authority to enter into these Terms and Conditions and have obtained all necessary approvals to do so.

**17. Limitation of Liability**

17.1 The Agent's liability to the Client, howsoever arising, in connection with the provision of the Agent's Services and/or the Services will not exceed the Fee paid in respect of those Services.

17.2 The Agent will not be liable to the Client for any indirect, incidental or consequential loss or damage, howsoever arising, in connection with the provision of the Services.

17.3 The Agent will not be liable for any unauthorized actions of any third parties in relation to materials created under these Terms and Conditions.

**18. Indemnity**

18.1 The Client will indemnify the Agent against all claims, costs and expenses which the Agent may incur and which arise directly or indirectly from the Client's breach of any of its obligations under these Terms and Conditions or under an Agreement.

18.2 Without limiting the generality of clause 18.1, the Client is liable for any and all medical expenses or any loss or damage to personal property of whatsoever nature that occurs to the Talent or the property of the Talent during the Booking. Neither the Agency nor the Talent will bear responsibility in respect of any illness, accident, loss or damage of whatsoever nature that may occur during the Booking.

**19. Force Majeure**

19.1 Neither party will be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party will be entitled to a reasonable extension of its obligations.

**20. Assignment**

20.1 The Client will not be entitled to assign any rights or obligations or in any way delegate its duties under an Agreement or under these Terms and Conditions:

20.2 unless to an End User, in which case the End User must comply with the Agreement in question: or

20.3 without the prior written consent of the Agent.

**21. Severance**

21.1 If any part of these Terms and Conditions or an Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed and the remainder of the provisions will continue in full force and effect as if these Terms and Conditions of that Agreement had been agreed with the invalid, illegal or unenforceable part eliminated.

**22. Waiver**

22.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions or an Agreement will not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions or all of the Agreement.

**23. Notices**

23.1 Any notice to be given by either party to the other may be served by personal service or by post to the address of the other party given in the Booking Form or such other address as such party may from time to time have communicated to the other in writing, with a copy sent by email. If given by letter it will be deemed to have been served at the time at which the letter was delivered personally or if sent by post will be deemed to have been delivered in the ordinary course of post.

**24. Entire Agreement**

24.1 These Terms and Conditions, along with the Booking Form and the Local Purchase Order comprise the agreement between the parties and, together, supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

24.2 If there is a conflict between any of the Local Purchase Order and/or the Booking Form and/or the Terms and Conditions, the Terms and Conditions will prevail over all three and the Booking Form will prevail over the Local Purchase Order.

**25. Governing Law and Jurisdiction**

25.1 These Terms and Conditions will be governed by the laws in force in the Emirate of Dubai. The Parties submit to the non-exclusive jurisdiction of the courts of the Emirate of Dubai.