



BACKGROUND ARTIST TERMS AND CONDITIONS

Effective 8th November 2018

BACKGROUND

The Parties

- 1) Entertainment Partners UK Limited ("EP") operates an online casting platform, ("the platform"), providing supporting artists with opportunities to find work for themselves primarily in the film, TV and advertising industries and providing agents with a system which supports their efforts in terms of helping supporting artists to find engagements with hirers.
- 2) Artists who use the platform for the purposes contemplated by these Artist Terms and Conditions are referred to as "the Artist".
- 3) The Artist may from time to time engage an employment agent ("the Agent") to help find the Artist engagement(s) on the basis contemplated by these Artist Terms and Conditions.
- 4) These Artist Terms and Conditions apply to the relationship between:
 - a) EP and the Artist; and
 - b) the Agent and the Artist where the Artist uses the services of EP and/or the Agent for the purposes contemplated herein. These Artist Terms and Conditions shall be deemed to have been accepted by any Agent or Artist when they have indicated such acceptance via such mechanism or process as EP may from time to time provide via the platform (for example by ticking a box to confirm in the online application flow).
- 5) The end user of the Artist's services is usually a production company looking to book artists for a project (the "Hirer"). The Hirer is not a party to this contract and the terms of the relationship between any Artist or Agent on the one hand and any Hirer on the other relating to a particular engagement are governed by separate agreement (s) between them the terms of which, in the case of the terms agreed between the Hirer and the Artist, shall be agreed as explained in these Artist Terms and Conditions (in the section setting out How Engagements with Hirers are Agreed via the platform).

ARTIST'S RELATIONSHIP WITH THE AGENT AND THE HIRER

The Agent's Authority to Represent the Artist as Agent

- 6) The Artist grants the Agent the authority to act as an employment agent in its dealings with the Artist and any Hirer, to help find the Artist engagements. How Engagements with Hirers are Agreed via the platform
- 7) When an Agent or Hirer wants to find artists for a role via the platform, the Agent or Hirer may

contact the Artist through an availability check or post a brief that the Artist may reply to indicate their availability and suitability for a role.

8) When an Artist makes him or herself available for a role then that will constitute the Artist's offer to perform the role and if the Hirer books the Artist that will be deemed to constitute the Hirer's acceptance of the Artist's offer. That will mean that at that stage (acceptance by the Hirer) the Artist will have a contract with the Hirer (known as an "engagement").

9) The Agent (or Hirer) shall notify the Artist of any engagement accepted by the Hirer with the Artist in this way as soon as possible and in any event within 48 hours. This will take the form of a notification via the platform that the Artist have been booked or confirmed for the engagement ("confirmation").

10) There may be circumstances in which between making him or herself available for a role and confirmation (of engagement) the Artist may be offered alternative work during the relevant dates. Once the Artist has responded to an availability check by an Agent or Hirer, to say he or she is available for a role and accordingly willing to accept an engagement, the Artist must endeavour to keep the day/s free. Whilst in this state, the Artist must contact the relevant Agent or Hirer if the Artist wishes to accept other work he or she has been offered on the same day(s) (including by other Agents or Hirers using the platform), so that the Hirer can either confirm (by accepting the engagement) or release the Artist.

11) Rates of pay, relevant union agreements, whether any dates are night shoots as well as the Agent's commission and EP's administration fee for any role will be stated on the availability check or brief for the role. This is the Artist's opportunity to decline a role if the Artist does not accept the terms offered. For the avoidance of doubt, after the Artist has made themselves available for a role the Artist is not entitled to be released on the basis of the rate of pay.

12) Due to the nature of film or TV productions, the exact location and call time (the start time) for each date of an engagement will not usually be known until the evening before a shoot date. Likewise, due to the nature of filming it is not possible to know beforehand how long a shoot day or night will go on for. Therefore, it is of crucial importance that the Artist when pencilled or confirmed, keep the entire day(s) (or night(s) for night shoots) free to allow for both early call times and late finish times.

13) Due to the nature of film or TV productions, an artist who has been booked for a shoot may be cancelled the day before a shoot. There will be no payment due for this cancellation unless a cancellation policy that includes terms for cancellation with pay, have been agreed as part of the terms of the job offer and the cancellation has been ordered by the production. Certain union agreements include such terms, but the Artist should check all terms of any job offer to ensure they are comfortable with them, including the cancellation terms, before they submit themselves for the job.

14) When the Hirer accepts an engagement, the Artist is thereby engaged under a contract for services as a self-employed entertainer directly by the Hirer and not by the Agent or EP. The name of the Hirer will be provided to the Artist via the platform on the confirmation.

15) For the avoidance of doubt EP does not negotiate terms and conditions on behalf of the Artist prior to the Hirer engaging the Artist and remains passive in respect of introducing Artists to Hirers and vice versa (as further detailed in clause 63 below).

16) The Artist agrees that once a Hirer has booked an artist (in accordance with clause 8 of this Agreement) EP shall have the authority to bind the Artist to any services it renegotiates on its

behalf with Hirers.

17) The information provided to the Artist in advance of every engagement by the Agent or the Hirer via the platform, including rates of pay, applicable union agreements, dates, locations and any other terms shall constitute the terms of the Artist's contract with the Hirer. It will be the responsibility of the Agent and/or Hirer to ensure that the Artist is given correct information via the platform at every stage of a booking. On most engagements the Artist will also be required to sign a salary voucher, release form or other agreement directly with the Hirer, in which case those will also form part of the Artist's contract with the Hirer.

18) Where a union agreement applies to an engagement, the Artist will be bound by all rules and regulations in such an agreement including any relevant code of conduct. The Artist should please note that union agreements often include provisions for the production company to withhold payment if the Artist acts in breach of the union agreement.

19) Unless otherwise agreed, the rates payable to the Artist in respect of the terms agreed for an engagement with the Hirer shall always be deemed inclusive of VAT.

AGENT'S COMMISSION

20) The Artist acknowledges that the Agent will be entitled to commission for successfully placing the Artist in work on an engagement. The rate of commission will vary but will at most be 15% from the Artist (plus applicable VAT) of the total amount paid by the Hirer for each engagement. The Artist will be advised of the level of commission by the Agent when a role is offered.

RELATIONSHIP OF THE ARTIST WITH EP

EP Platform Fee

21) EP shall charge the Artist a EP Platform fee which is payable in respect of each engagement successfully placed via the platform system. Such payment deemed to include the Artist's fee plus, the EP Platform fee, the Agent's commission and applicable VAT on the same.

22) The standard rate of EP's Platform fee is 10% (plus applicable VAT) of the total amount paid by the Hirer for each engagement, but a lower rate of the Platform fee may apply for certain engagements.

23) **EP does not charge the Artist any upfront or fixed fees for becoming, or remaining, an artist on EP.** The EP Platform fee covers EP's costs of processing payment for each engagement to the Artist, maintaining and developing the platform, as well as, at EP's discretion, photography and otherwise maintaining EP's database of artists.

24) For the avoidance of doubt, the maximum combined Agent commission and EP Platform fee is 25% of the total amount paid by the Hirer for each engagement plus applicable VAT.

PAYMENTS

25) The Artist hereby grants EP the exclusive authority to receive money on its behalf for all engagements agreed via any Agent with any Hirer through the platform and to use reasonable endeavours to collect the same. The Artist agrees to appoint EP as the Artist's agent to collect the same and to provide such information and cooperation as EP or the Agent shall reasonably require to collect the same and to

authorise EP to incur costs in relation to such collection if legal action is in EP's reasonable opinion necessary in order to collect the same and worthwhile (the reasonable and properly incurred costs of such action being payable by the Artist out of any sum EP recovers on the Artist's behalf). For the avoidance of doubt, if EP incurs any such costs and they exceed the amount of money recovered from the Hirer, the Artist will have no liability whatsoever to EP for the excess amount.

26) The Agent will invoice hirers weekly and EP aims for all payments to be received within 4 to 8 weeks of the relevant engagement. EP is not able to provide individual updates on payments until 8 weeks have passed since the date of the engagement.

27) EP will pay to the Artist the element of any funds received from the Hirer which represents the Artist's fee for the engagement within 10 days of clearing in to EP's client account. For the avoidance of doubt EP shall be entitled to treat the first part of any such sums received from a hirer as being in satisfaction of its platform fee and then to satisfy the Agent's commission. EP operates a weekly payroll process where payments are made directly into the Artist's bank account by electronic bank transfer.

28) It is the Artist's full responsibility to ensure that EP is given the Artist's correct bank account details via the platform, otherwise payments will be delayed until such time that EP has those details.

29) EP operates a payment review process to make the payment process transparent and reduce any errors to payments made. The Artist will be notified through the platform when payment details for each engagement have been received from the Agent and/or Hirer and are ready for review and will have 24 hours to review the payment details and respond in the appropriate way; no response shall be considered to be an approval of the proposed payment. EP endeavours to follow up on all appropriate queries raised through the payment review process.

30) EP will provide the Artist with a self-billing invoice through the platform for each payment made to the Artist, which states the Artist's total earnings and details any deductions made for the Agent's commission, EP's Platform fees and applicable VAT.

TAXES

31) As a **self-employed worker**, it is the Artist's responsibility to declare his or her earnings to HMRC and other relevant tax authorities. EP cannot offer any advice on any individual tax situation.

32) If any artist is, or later becomes, VAT registered the Artist will only be able to charge VAT in addition to the offered rate for any engagement if agreed in advance with the Agent and/or Hirer and if the Artist enters into and maintains a separate self-billing agreement with EP's which meets HMRC's requirements.

33) For the avoidance of doubt sums paid to the Artist by EP are not paid under or in consequence of these Artist Terms and Conditions or any services by the Artist for EP. They are paid under or in consequence of your contract with the Hirer and EP will act as the Artist's payment agent in that regard.

34) The Artist shall indemnify EP in respect of any loss it may suffer in connection with any income tax or National Insurance Contributions relating to payments made via EP to the Artist.

SELF-SERVICE SYSTEM

35) EP operates the platform, an online self-service platform to facilitate communication between the Artist, the agent and hirers. When the Artist applies to register with EP the Artist will be given access to the platform and while he or she remains an artist with EP the Artist is obliged to keep personal information up-to-date at all times.

36) The Agent or the Hirer will directly communicate all offers of roles, including applicable terms, to the Artist through the platform. To be considered the Artist must use the platform to reply to all such messages. EP cannot be held liable for the non-receipt or delayed receipt of any message sent to the Artist via the platform. EP is not a contractual intermediary between the Artist on the one hand and the Agent and/or Hirer on the other and what the platform system facilitates is the Artist agreeing a contract with the Hirer with the help of any Agent appointed by the Artist.

37) Prior to the Artist's first day's work facilitated via the digital platform, the Artist undertakes to supply EP with all the personal information through the platform, which EP, Agents and Hirers may require. This information is needed before the Artist can be offered any role and before EP can act as a payment intermediary and make payments to the Artist on behalf of the Hirer. This information includes evidence of the Artist's right to work and full legal name, date of birth, gender, National Insurance number and current UK address ("compliance information").

38) The Artist is required to keep their access details for the platform safe and secure and to report to EP immediately if the Artist's access details have been, or the Artist suspects will be, compromised. EP may at its absolute discretion suspend the Artist's access to the platform if EP believes the Artist's access details may be compromised.

PHOTOS

39) The Artist is able to upload the Artist's own photos to the platform for casting purposes ("user photos"). By uploading user photos to the platform, the Artist warrants that the Artist is entitled to do so and that they are not offensive or inappropriate or likely to bring EP into disrepute. If the Artist uploads user photos, the Artist grants EP a worldwide royalty free non-exclusive license to use such photos. Such license shall be unconditional, and EP may use the user photos in any media provided that EP does so for the direct or indirect purpose of finding the Artist work. Such license shall terminate when such users' photos are deleted from the platform by the Artist. The Artist further indemnifies EP in respect of any loss it suffers relating to the user photos including in relation to third party claims brought against EP in respect of Artist user photos.

Please note that where user photos are not Artist original work the Artist needs the permission of the copyright holder for EP's use of the photos under this paragraph.

40) In the course of registering the Artist with EP, and at other times, EP may commission EP's own photographs of the Artist ("casting photos"). The Artist hereby grants EP consent to the use of the Artist's likeness in the casting photos in any media worldwide in perpetuity for the purpose of finding the Artist work, and/or for the promotion of EP, and agrees that such use by EP shall be without condition or obligation to make any payment to the Artist.

Please note that the Artist will have no right to use casting photos for any purpose, unless otherwise agreed with EP.

PERSONAL INFORMATION

41) EP processes the Artist's personal information in accordance with Data Protection Legislation and is designated as the Data Controller under the Data Protection Legislation. Any requests under the Data Protection Legislation must be sent by email to privacy@ep.com.

42) EP maintains a secure database of all of EP's artists' personal information. EP shares relevant information (including the Artist's user photos, contact details, casting information and right to work documentation) with the Agent and the Hirer to allow the Artist to secure work opportunities.

43) Access to the Artist's sensitive personal information is restricted on a strict need to use basis. Bank account details are never shared outside EP.

44) On termination of the Artist's Profile with EP, we will keep the Artist's contact and compliance information for as long as permitted by law.

45) EP is committed to protecting the Artist's privacy and handling your data appropriately. Please refer to EP's Privacy Policy <https://www.ep.com/legal/privacy-notice/> for a full understanding of EP's practices regarding your personal data and how it will be treated.

THIRD PARTY CONTACT

46) If the Artist has indicated that the Artist would like to hear about other offers or opportunities, EP, or an associate company, may contact the Artist with information of such offers or opportunities available from EP or a third party which EP considers may be of interest to the Artist. We will never pass Artist details on to any third party not connected with EP.

47) The Artist may at any time opt out of such contact by updating the Artist's preference in the platform.

TERMINATION OF PROFILE

48) The Artist may terminate the Artist's Profile with EP in writing only after the completion of, or release from, any remaining pencils or engagements.

49) EP may terminate Artist Profile with immediate effect at any time by giving the Artist written notice.

50) EP reserves the right to deactivate the Artist's profile with immediate effect for any serious breach of these Artist Terms and Conditions or Code of Conduct (see appendix below). For the purpose of this paragraph, any material breach that has not been remedied within a reasonable time shall be considered a serious breach. EP will give notice of termination under this paragraph and its basis in writing.

EP'S LIABILITY

51) EP from time to time carries out limited checks on the suitability of agents and hirers. EP cannot and does not check the compliance and credit worthiness of agents and hirers on a day to day basis and as such those checks cannot be relied on as a guarantee of the ability of the Agent or the Hirer to perform their contractual and statutory obligations to the Artist and in particular cannot and does not guarantee that payments will be made by the Hirer.

52) The Artist shall indemnify and keep indemnified EP against any losses incurred by EP arising

out of any breach of these Artist Terms and Conditions by the Artist.

THE ARTIST'S OBLIGATIONS RIGHT TO WORK IN THE UK

53) The Artist hereby warrants, covenants and undertakes to EP and the Agent that it has the right in law to accept and undertake work on relevant engagements with any Hirer in the UK by virtue of citizenship or immigration status. The Artist must inform the Agent and EP immediately if there is a change in the Artist's legal right to work.

PROFESSIONAL BEHAVIOUR

54) The Artist must behave in a professional manner at all times, in its dealings with the Agent, Hirers, other Artists, on set and with EP. This includes responding promptly to availability enquiries and check-in requests sent by the Agent or the Hirer via the platform, being reliable, respectful, polite and helpful on set including following directions in a timely manner and bringing the appropriate dress as directed.

55) All parties agree to comply at all times with EP's anti-harassment and bullying policy which can be accessed via emailing us at ukartistsupport@ep.com.

56) Failure to act in a professional manner, including any breaches of the anti-harassment and bullying policy and/or lateness or not showing up, may result in termination by EP of the Artist's Profile with EP at EP's absolute discretion.

57) Where EP is responsible for moderating social network comments, we reserve the right to ignore, remove, limit or suspend a comment or response without prior notice, or remove an individual's account if necessary. EP reserves the right to use any comments or posts for internal or external publication by ourselves, our partners, or any organizations working on our behalf.

CONFIDENTIALITY

58) Working in the film, TV and advertising industries involves having access to information about upcoming productions, including high-profile projects with a strong public interest. It is essential that the Artist understands and respects the essential nature of confidentiality to the Artist's work as a supporting artist.

59) The Artist is required to treat all information that the Artist receives directly or via the platform, or otherwise learns in the course of providing the Artist's services, about any production or the affairs of the Hirer, the Agent, EP and/or any associate companies that is not already in the public domain ("confidential information") as strictly confidential.

60) The Artist must use the Artist's best endeavours to protect all confidential information and the Artist shall not disclose any confidential information, in any manner, except where required by law, to fulfil any of the Artist's obligations under these Artist Terms and Conditions or where explicitly authorised by the Hirer, the Agent or EP in writing.

61) For the avoidance of doubt, confidential information shall include but not be limited to photographs, scripts, call sheets, working titles, cast details, shooting dates and/or locations. Disclosure of confidential information shall include but not be limited to any posts online and on any social media network, whether designated as private or not.

62) Duties under this confidentiality section are owed by the Artist to both EP, the Agent and the

Hirer.

GENERAL

How the Platform Fits into the Regulatory Framework

63) Artists may have some experience of how the relationship between artists and agents and hirers has traditionally functioned. Because the platform is an online platform supporting others in the process of finding engagements it is important to point out how its activities fit into the regulatory framework, to avoid misunderstanding.

64) For the purpose of the Employment Agencies Act 1973 and The Conduct of Employment Agencies and Employment Businesses Regulations 2003 and any successor or equivalent legislation ("the Conduct Regulations"), the Agent is an employment agent in its dealings with any Artist and any Hirer.

65) **EP is not operating as an employment agency introducing any Artist to opportunities to work with/via any Agent or Hirer.** It instead operates primarily as a provider of general information to artists and as a passive medium via which any Agent and any Hirer can find an Artist to fill role(s) and via which an Artist can find role(s) for themselves with/via an Agent and/or any Hirer. To the extent for any purpose that EP is deemed for any purpose to be operating as an employment agency under the Conduct Regulations the parties agree that the Agent shall be responsible for discharging all relevant obligations under the Conduct Regulations save to the extent expressly agreed otherwise in these Artist Terms and Conditions.

66) For the purposes of the Payment Services Regulations 2017. EP is not providing regulated payment services to Artists and/or Agents.

67) The parties acknowledge and agree that the Artist will be engaged directly on a contract for services by the Hirer and in any event that neither EP nor the Agent shall act as a contractual intermediary in relation to the supply of the Artist's services to any other person.

68) The parties further acknowledge and agree that payments to you shall be routed via EP and that you have agreed that EP shall operate as your agent for the purposes of negotiating and/or concluding payment arrangements for you (and not as your agent for the purposes of finding engagements, other than as an online platform operating as a passive medium). When an Artist is engaged by a Hirer, having been introduced by the Agent where relevant, EP will be appointed to receive payments directly from the Hirer on the Artist's behalf and will then make payment on to the Artist after deduction of EP's administration fee and the Agent's commission.

69) EP requires that each Agent enters into, and the Agent shall by using the platform service be deemed to have agreed, a contract with EP (on EP's standard terms with Agents) prior to having access to the platform or EP's database of artists. EP will operate the platform system so that relevant personal information of the Artist is available via the platform to the Artist's Agent and relevant Hirers to support the efforts of the Artist and the Agent in terms of finding engagements on the basis of, and with the protections for the Artist set out in, the Personal Information section above.

RESPONSIBILITY FOR HIRER'S HEALTH AND SAFETY AND OTHER

DUTIES

70) All unsafe practices by a Hirer should be first reported by the Artist to the Hirer, then to the Agent if relevant and if no appropriate action is taken it should be reported to EP, so that the Agent or EP can take action where appropriate to protect Artists.

71) Whilst the Agent will seek to ensure a reasonable standard of integrity and reliability of the Hirer, neither EP nor the Agent can warrant or otherwise be responsible for the performance by a Hirer of its obligations to the Artist.

72) The Artist acknowledges that there is no contract between EP and (i) the Artist; (ii) the Hirer; or (iii) the Agent relating to the Artist's performances of its services for the Hirer and vice versa. EP shall not be responsible for any failure on the part of any of the Artist, the Agent or the Hirer in relation to their duties to each other in connection with the Artist's performance of services for the Hirer.

73) The Agent shall be responsible for any content or information that the Agent adds to; or communicates via the platform and ensuring that such information is true and accurate and not defamatory or in any way a breach of any person's rights. Accordingly, any claims or disputes that arise from any information provided by the Agent on the platform are the Agent's sole responsibility.

74) The Artist acknowledges that EP and the Agent shall not be responsible for, and shall not be involved in, supervising, monitoring or directing the Artist whilst working on a engagement with the Hirer and that accordingly, only the Hirer is in a position to assess and insure against risks in respect of or during or arising out of the period for which the Artist is working with the Hirer.

75) The Artist acknowledges that if they consider that they are being harassed or bullied, they will, if they feel able to, raise the problem informally with the person responsible. They should explain clearly to them that their behavior is not welcome or makes the Artist uncomfortable. If this is too difficult or embarrassing, the Artist should speak to the Agent (unless it is the Agent who is doing the bullying or harassing, in which case the Artist should contact ukartistsupport@ep.com, who can provide confidential advice and assistance in resolving the issue formally or informally. The Artist is referred to EP's Anti-harassment and Bullying Policy.

LIABILITY OF EP AND THE AGENT

76) Neither the Agent nor EP shall be liable to the Artist (and EP shall not be liable to the Agent) for any losses or delay arising from:

- a) the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of the Hirer, including, without limitation, any lack of credit worthiness of the Hirer or any other person
- b) theft of any data or materials of the Artist by any person
- c) system error or failures other than (in the case of EP) such acts and the like by EP or (in the case of the Agent) such acts and the like by the Agent.

77) Neither the Agent nor EP shall not be liable to the Artist (and EP shall not be liable to the Agent) for any losses arising out of:

- a) any act or omission or misrepresentation (whether before or after the acceptance of these Artist Terms and Conditions) of the Hirer or any other person other than (i) EP (in the case of EP)

and (ii) the Agent (in the case of the Agent);

b) any special, indirect or consequential damages or loss; or

c) any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by EP or the Agent to perform any obligations under these Artist Terms and Conditions.

78) Subject to clause 71 and without prejudice to the other provisions of this clause, the liability of each of the Agent and EP in respect of any breach of this agreement shall not exceed in respect of any Artist, a sum equivalent to three times the commission paid to the Agent in relation to the services of the Artist in respect of the relevant engagement.

79) Nothing in this agreement shall operate to exclude or limit the Agent's or EP's liability for: a) death or personal injury caused by its own negligence;

b) its own fraudulent acts or omissions; or

c) any other liability which cannot by law be excluded.

VARIATIONS, NOTICES AND AMENDMENTS

80) EP is entitled to vary these Artist Terms and Conditions so far as they relate to its relationship with the Artist by giving the Artist two weeks' notice in writing.

81) EP is entitled acting on behalf of the Agent to vary these Artist Terms and Conditions so far as they relate to the Agent's relationship with the Artist by giving the Artist two weeks' notice in writing.

82) If the Artist does not accept the varied Artist Terms and Conditions, the Artist must give notice to EP in writing before the varied Artist Terms and Conditions take effect. In this instance, the Artist's Profile with EP will be terminated immediately following the completion of, or release from, any engagements accepted on the date of notice.

83) Any notice under this agreement shall be in writing and sent to the addressee at the last known address or electronic mail address either, respectively, by first class post, or by electronic mail, and shall be deemed to have been received, in the case of post on the postal date following the date of posting and in the cases of electronic mail on the date of transmission.

84) This agreement constitutes the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between them (save, in the case of EP and the Agent, in relation to the Agent Agreement with each Agent and the standard Agent Terms and Conditions of EP).

JURISDICTION

85) This agreement shall be construed in accordance with the laws of England and Wales and be subject to the exclusive jurisdiction of the English courts.

THIRD PARTY RIGHTS

Entertainment Partners UK Limited, 1010 Eskdale Road, Winnersh Triangle, Wokingham, United Kingdom, RG41 5TS

86) None of the provisions of this agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of any party who shall be entitled to enforce the provisions of this agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded. For the avoidance of doubt EP shall not be liable to any Artist or Agent in respect of any breach of contract or other act or omission of an Agent or Artist (as the case may be), and an Agent shall not be liable to any Artist or EP in respect of any breach of contract or Other act or omission of an Agent or EP (as the case maybe).



Guidance for Conduct and Behavior of Artists and Use of the EP Casting Portal

1. This Guidance for Conduct and Behavior of Artists and Use of Platform (herein referred to as “Guidance”) is designed to help those Artists who are unfamiliar with working as a background actor and/or unfamiliar with how to use the Platform. This Guidance is intended to help Artists get a sense of what Agents and Production Companies expect of Artists on the Platform, and hopefully to help avoid any confusion based on mismatched expectations. Agents or Production Companies may have their own rules and terms to which Artist may need to agree to work with them, which take precedence over this Guidance since this Guidance is not intended to be firm obligations but, instead, this Guidance is intended to be general information and recommended best practices.

2. As used herein, the following terms are defined as:

An “Artist” is a self-employed worker who uses the Platform for the purposes of finding themselves background acting opportunities on productions primarily in the motion picture and advertising industries.

An “Agent” is an employment agency; third-party casting agent engaged by Artist to help find background acting opportunities for Artist, and/or is a third-party casting agent engaged by a Production Company to find Artists for Production Company’s production.

A “booking notification” is a written notification to Artist via the Platform confirming that Artist has been engaged or booked for a particular production for a particular day(s).

An “engagement” is when, via the Platform, an offer of work has been made to Artist by via Agent from a Production Company and Artist accepts the terms of such offer.

The “Platform” is the self-service online casting platform known as the “Casting Portal” operated by EP UK.

A “Production Company” is a third-party person or entity engaged in the creation or production of a motion picture or advertising project.

3. **The Platform is accessible via the internet by Artists, Agents, and Production Companies.** The Platform enables Artists to find background acting opportunities via the Platform for themselves primarily in the motion picture and advertising industries. The Platform also enables Agents via the Platform to help Artists to find opportunities and enables Production Companies to find Artists to perform services on productions.
4. Through the Platform, Artists can directly communicate with Agent (or Production Company if there is no Agent), or vice versa, regarding possible background acting opportunities. Agent or Production Company may contact Artist directly through the Platform to check on availability and interest for a role (an “availability check”). Agent or Production Company also have the ability to post a brief to which Artist may reply through the Platform to indicate Artist’s availability and suitability for the role. **However, no engagement is accomplished merely by an availability check or by replying to a posted brief.**
5. After Artist has responded to an availability check by an Agent or Production Company or replied to a brief posting to indicate availability for a role for the day(s) at issue, Artist is expected to do their best to keep the day(s) free. In the interim, Artist is expected to contact the relevant Agent or Production Company through the Platform if Artist wishes to accept other work that has been offered to Artist for the same day(s) (including by other Agents or Production Companies using the Platform), so that the relevant Agent or Production Company can either offer the engagement to Artist or release Artist to accept other work.
6. When Agent or Production Company offers to engage Artist on a production and Artist accepts the terms of the offer, Artist’s acceptance is Artist’s agreement to perform the services encompassed by the terms of such engagement.
7. Artist is not deemed confirmed for the engagement (or booked) until Artist receives a booking notification.
8. After receiving a booking notification via the Platform, Agent or Production Company may require Artist to sign additional documents and provide other information necessary to accomplish or complete the engagement (examples: release forms, non-disclosure agreements, proof of legal right to work in the U.K.), and failure to sign the documents or to provide requested information to Agent or Production Company is grounds for Agent or Production Company to nullify the engagement. If nullification of an engagement occurs in this manner, the Artist can expect that no payment will be owed to the Artist.
9. Due to the nature of work on productions, the exact location and call time (the start time) for each date of an engagement will not usually be disclosed by Agent or Production Company until the evening before a shoot date. Likewise, due to the nature of filming, it is not possible to know

beforehand how long a shoot day or night will last. Therefore, it is very important that Artist, when penciled or confirmed, keep the entire day(s) (or night(s) for night shoots) free to allow for both early call times and late finish times.

10. Due to the nature of work on productions, an Artist who has been booked for a shoot may be cancelled the day before a shoot. Thus, Artist should check for any messages in the Platform from Agent or Production Company before the shoot day and immediately before traveling to the shoot location for possible cancellation (and for other important information, such as change of location or change of shoot time). Typically, no payment is due for this cancellation unless a cancellation policy that includes terms for cancellation with pay has been agreed as part of the terms of the engagement offer and the cancellation has been ordered by Production Company. Certain union agreements include such terms. Artist is strongly advised to review all terms of any engagement offer to ensure Artist is comfortable with the terms, including the cancellation terms, before responding to an availability check or replying to a brief posting, and again before accepting an offer of engagement.
11. Artist is expected to behave in a professional manner at all times on the Platform or on set, in Artist's dealings with Agents, Production Companies, other Artists, and EP UK. EP UK reserves the right to remove any artist from the platform at its total discretion in the event the artist exhibits any behavior in breach of EP's Anti-Bullying & Harassment Policy.

(i) **Harassment** includes but is not limited to, any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

(ii) **Bullying** includes but is not limited to offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.

12. The Artist is expected to follow the work-related or engagement-related instructions of Agents or Production Companies with whom Artist is working.