

As of April 29, 2016

Model's Name
c/o Agency
Address

Attn: Agent

Re: Model's Name and M-A-C

Dear Agent:

This letter sets forth the terms of the agreement ("Agreement") between Make-Up Art Cosmetics Inc., its affiliates, successors and assigns ("M-A-C") and Model's Name ("Model") for his/her services as a model for the production of photographs, videos, and other images and reproductions thereof (collectively, "Materials") for the M-A-C product line for the purposes set forth below.

1. In this Agreement, the following terms shall have the meaning set opposite them:

Photo / Video Shoot:

Date(s):
Location:
Call Time:

Products: M-A-C product line

Territory: Worldwide

Term: One (1) year, plus one (1) year renewal option

Media: all media and types of advertising and promotion, including but not limited to: electronic; internet (static, streaming, downloading); social media (Facebook, Tumblr, YouTube, Instagram, Pinterest, Twitter, etc.); email; mobile (including mobile applications); training tool for makeup artists; point of purchase; packaging; packaging inserts; direct mail; co-op; print; outdoor; event collateral; mall signage; transit; public relations; promotional video for training, web site, in-store, and PR use; gift or purchase with purchase (including sets); shopping bags and other wrapping or promotional packaging materials; PR.

Fees: Shoot and Usage Fee: Ten Thousand Dollars (\$10,000), plus 20% Agency commission

Renewal Fees: Ten Thousand Dollars (\$10,000), plus 20% Agency commission

2. Photo / Video Shoot. Model will make himself/herself available for and will perform services in a professional manner at the Photo / Video Shoot. Model agrees to maintain for the Photo / Video Shoot his/her face, hands, skin, and hair in the same condition as they appeared at the model call or in the head shot provided to M-A-C by Model's agent.

3. Confirmed Bookings. If Agency confirms Model's availability to perform services on any day (a "Confirmed Booking"), Agency agrees that Model will appear and be camera-ready unless (i) Model is otherwise instructed by M-A-C or (ii) Model is unavailable as a result of a Force Majeure, illness, injury or other cause beyond Model's control. Notwithstanding any limitation of damages hereunder, if for any reason, except in the case of Force Majeure, illness, injury, M-A-C's instructions or other cause beyond Model's control, Model does not give at least fifteen (15) days advance notice and Model fails to provide services or fails to arrive camera-ready for a Confirmed Booking as scheduled hereunder, Model will be responsible for any actual, direct, out of pocket, reasonable costs and expenses actually paid by M-A-C on account of Model's failure to provide such services or to arrive camera-ready. M-A-C agrees to provide Model with written documentation of such costs and expenses related to the cancellation and use good faith efforts to mitigate any such costs.

4. Territory. M-A-C shall have the option, exercisable in its sole discretion, to utilize the Materials in the Territory.

5. Term. One (1) year per Image or Video. The Term for each Image or Video shall begin upon the date of M-A-C's first use in advertising of such Image or Video anywhere ("Date of First Use") and M-A-C's rights to use the Materials shall continue for the duration of the Term. Notwithstanding the foregoing, the Model agrees that M-A-C may use each Image or Video for PR, training materials and in its MACZine and that such use shall not trigger the Date of First Use. The usage periods for each Image or Video need not be concurrent.

6. Renewal. M-A-C shall have the unlimited option to extend the Term for one (1) additional consecutive year upon payment of the Renewal Fees.

7. Fees. The Shoot and Usage Fee is payable within 30 days of the Photo / Video Shoot and receipt of an appropriate invoice. All fees will be payable to Model's Name, c/o Agency, Address, Attn: Agent.

8. Use of Materials. M-A-C is hereby given the right and option, exercisable in its sole discretion, to use and to license its designees to use any and all of the Materials, and an unlimited number of copies and/or reproductions of them, in original, altered or modified form, in connection with M-A-C and the Products line in the Media. M-A-C shall not be obligated to use the Materials, and M-A-C's only obligation shall be to pay Model the Shoot Fee and any other fees required by M-A-C's usage of the Materials. Model may not use the Materials for any purpose without the prior written approval of M-A-C.

9. Historical Use. Notwithstanding anything to the contrary contained in this Agreement and regardless of the reason for termination, upon termination of this Agreement, Model grants to M-A-C the non-exclusive right in perpetuity to use throughout the world any and all Materials solely in connection with PR, including online timelines and art books, related to the history of M-A-C, its affiliated companies, and their products.

10. Waiver. Model waives any right to inspect or approve the Materials or the uses to which they are applied. Model releases and discharges M-A-C and those acting pursuant to their permission or upon their authority from any liability resulting from the production, reproduction or use hereunder of Model's picture, or likeness, including any liability for any distortion, optical illusion, alteration or other circumstance that may occur or be produced in connection therewith. M-A-C shall be the sole owner of all the Materials produced hereunder and the sole judge of which Materials are approved for use.

11. Commission Obligations. M-A-C shall pay Agency for its commission, as agent for Model, a sum equal to twenty percent (20%) of all fees, if any, paid by M-A-C hereunder to Model. These payments will be made to Agency at the time that fees are paid to Model. M-A-C shall have no other responsibility for payment of any agents', brokers' or other fees or commissions in connection with Model services hereunder or M-A-C's use of the Materials.

12. Confidentiality/Non-Disclosure/Publicity. Neither Model nor his/her representatives will, without prior written consent of M-A-C, disclose or authorize to be disclosed, by any means or any media, information or publicity of any kind with respect to the Products, the financial and/or other terms of this Agreement, or the services performed by Model.

13. No Other Obligations. Agency represents on Model's behalf that he/she is not a party to any contract, agreement or understanding which prevents or prohibits his/her in any way from entering into this Agreement or from performing his/her obligations hereunder.

14. Agency. Agency ("Agency") represents and warrants that it is the agent and authorized representative and, as such, has authority to execute this agreement on Model's behalf.

15. Non-Exclusivity. It is understood and agreed between the parties that Model is providing non-exclusive services to M-A-C and that Model is not restricted in any way from providing modeling services to companies that compete with M-A-C or for products that compete with the Products.

16. General.

A. Force Majeure. Neither party shall be liable to the other for any failure, inability or delay in performing hereunder if caused by any cause beyond the reasonable control of the party so failing, including without limitation strikes, boycotts, war, acts of God, labor troubles, riots, delays of commercial carriers, restraints of public authority; but due diligence shall be used in curing such cause and in resuming performance.

B. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

C. Limitation of Damages. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, OR TREBLED DAMAGES, ARISING FROM ANY DISPUTE, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE RELATIONSHIP BETWEEN THE PARTIES WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER TORT CLAIM.

D. Notices. Any notice to be given by M-A-C to Model hereunder will be deemed sufficiently given if in writing and delivered personally or sent by certified mail or facsimile transmission to Model, at the addresses set forth above, and if the notice is to be given to M-A-C, then by Model forwarding same in the manner herein set forth to James Gager, SVP Group Creative Director, at the address set forth above with a copy to William Jelinek, Esq., Vice President and Legal Counsel, The Estee Lauder Companies Inc., 767 Fifth Avenue, New York, NY 10153 (p: 212-277-2337, f:212-277-2358, e: wjelinek@estee.com).

E. Applicable Law. This Agreement is made in the State of New York and shall be construed and interpreted in accordance with the internal laws of the State of New York, applicable to contracts made and performed entirely therein. Model agrees and consents that jurisdiction and venue of all matters relating to this Agreement shall be vested exclusively in the Federal, state and local courts within the City of New York.

F. Severability. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

G. No Assignment. Model may not assign Model's obligations under this Agreement.

H. No Waiver. Any failure by M-A-C or Model to exercise any right granted herein upon the occurrence of any contingency set forth in this Agreement will not in any event constitute a waiver of any such right upon the occurrence of any such contingency.

I. Binding Nature. This Agreement shall be binding upon Model and his/her successors, heirs, guardians, representatives and executors.

16. Entire Agreement. This constitutes the entire agreement between the parties regarding its subject matter, and supersedes any and all prior agreements and understandings related thereto. It may not be modified except by written agreement executed by the parties.

Please indicate your agreement with the above by signing, where indicated, the duplicate copies of this letter, and returning an executed copy to us for our files.

Very truly yours,

Make-Up Art Cosmetics Inc.

By: _____

Accepted and Agreed to:

Agency
on behalf of Model's Name

By: _____

Name:

Date: _____