§ 1034. Duties of model management companies. A model management company shall:

1. be deemed to have a fiduciary duty to the models they represent and shall be required to act in good faith, with the utmost honesty and integrity, in the best interests of the models. This fiduciary duty shall encompass all aspects of the model management company's representation, including, but not limited to, negotiations, contracts, financial management, and the protection of the models' legal and financial rights;

2. conduct due diligence to ensure that any employment or engagement procured through the model management company does not pose an unreasonable risk of danger to the model. An unreasonable risk of danger shall include, but not be limited to, failing to establish and communicate a company policy that equals or exceeds the minimum standards provided for by existing laws that address abuse, harassment, or any other form of inappropriate behavior towards models represented by the model management company or model management group;

3. use its best efforts to procure employment, engagements, entertainments, exhibitions or performances for remuneration for the models signed to the model management company or model management group;

4. ensure that any employment, engagement, entertainment, exhibition or performance which requires nudity or other sexually explicit material shall comply with the requirements of subdivision three of section fifty-two-c of the civil rights law, as added by chapter three hundred four of the laws of two thousand twenty;

5. provide models with written physical or digital copies of: (a) a deal memo memorializing agreements, which includes the remuneration and compensation such model shall be owed upon conclusion of services that the model accepts, as soon as reasonably practical prior to the commencement of a model's services, and (b) the final agreement negotiated with clients in relation to such booking in the language requested by the model making best efforts to sign the contract ahead of

booking, provided that the final agreement shall be provided to the model within seven calendar days of the conclusion of the model's services;

6. clearly specify and seek prior written approval from the model of all items that may be initially paid for by the model management company but will ultimately be deducted from the compensation due to the model at the time of payment or settlement, together with an itemized recitation as to how each item is to be computed, provided such charges are not otherwise prohibited by this article. On a quarterly basis, a model shall also be given copies of any and all documentation held by or available to the model management company necessary to determine the validity of each charge;

7. disclose any financial relationship, contractual or otherwise, that may exist between the model management company and the client, other than the agreement relating specifically to modeling services;

8. notify former models in writing, including electronic notification, if the model management company collects royalties due to a model whom the management company no longer represents;

9. post a physical copy of the model management company's certificate of registration in a conspicuous place in the office of the model management company and a digital copy on the model management company's website;

10. include, in clear and legible type, the registration number of the model management company in any advertisement, including social media profiles for the model management company, for the purpose of the solicitation of models for the model management company and in any contract with a model or client; and

11. obtain clear written consent from the model for any creation or use of a model's digital replica, detailing the scope, purpose, rate of pay, and duration of such use. This consent must be obtained separately from the representation agreement.