



CONTRACT OF ARTISTIC REPRESENTATION AND ASSIGNMENT OF IMAGE RIGHTS

In....., To..... of..... of.....

TOGETHER

ON THE ONE PARTY, Olga Sances Motos with address at Calle Bethencourt Nº 1, 08014 in Barcelona, province of Barcelona with NIF 52914840M. And on behalf of, as director/agent of Proescenic (LTD) Talent Agency, with address at 128 City Road, London, EC1V2NX. Company number 12853837

AND ON THE OTHER PART Mr./Ms.-----, with DNI nº..... And domiciled in ----- in his capacity as legal guardian representing the minor's name and surnames ----- hereinafter THE ARTIST's Tutor, by this contract expressly.

Both witnesses are recognized in the representation in which the capacity and legitimation necessary to verify this declaration act, so that

MANIFEST

I.- That THE ARTIST is engaged in an unusual way to the advertising model activity.

II.- That THE AGENCY is dedicated to the representation of dancers, acrobats and athletes, in the field of fashion and advertising, in front of third parties interested in their hiring for the use of their image, name and / or voice.

III.- That both parties are interested in said representation and, by virtue thereof, formalize this Contract, which subject to the following:

STIPULATIONS

FIRST.- Object and express authorization for the hiring

THE AGENCY will render its services as a representative to the ARTIST vis-à-vis any third party interested in the contracting, use or exploitation of their image rights, name and / or voice in the field of fashion and advertising, within the territory, for the term and subject to the clauses and other conditions that will be detailed below.

THE ARTIST by signing this document authorizes THE AGENCY to:

- a) Formalize all types of contracts with natural or legal persons, through the means and conditions that it deems appropriate, for the assignment of their rights of image, name and / or voice, by any means of advertising or communication, in the form more extensive, including the renewal of previous assignments.
- b) Bill and collect the amount of your work and how many other amounts are derived from the use of your image, name and / or voice.
- c) Delegate in favor of third persons the previous faculties.

SECOND.- Remuneration and assignment of rights in favor of THE AGENCY

THE ARTIST grants the AGENCY the use of its image, name and / or voice rights during the term of this contract, in exchange for 80% of the value thereof, through any advertising or communication means, with the so that THE AGENCY can carry out the promotion of its representative, as well as for promotional and / or commercial purposes of the AGENCY itself.

Consequently, THE AGENCY must pay THE ARTIST 80% of the amounts received from the advertiser for the concept of image rights.

THE ARTIST declares that he / she knows that, according to the custom of the sector, THE AGENCY will receive a remuneration from the client, which is totally independent and compatible with the perception of the ARTIST, consisting of an additional 20% of all the income received by the ARTIST

The right to participate in the income derived from the activity of the ARTIST/ATHLETE by the AGENCY will be extended, on certain occasions, to the work that he/she carries out without the direct intermediation of the Agency in the contracting, or beyond the extinction of his relationship as representative-represented. This is:

- a) When the work for which the artist/athlete was hired has been carried out as a result of a casting provided by the Agency.
- b) When the work for which the artist/athlete was contracted has been carried out as a result of direct contracting by a client initially presented by the Agency.
- c) When the hiring of the artist/athlete is an extension of an initial contract mediated through the representative Agency, such as tours of major works, gigs, renewal of image rights in advertising, etc.

The percentages corresponding to the Agency will be the same that would have corresponded depending on the area to which the work refers, in accordance with what is described in the first paragraph of this contract.

THIRD.- Payments to the ARTIST

3.1. The price of contracting the services of the model will be the one agreed by THE AGENCY, in accordance with its rates, based on the uses and customs applicable to the sector, which THE ARTIST declares to know and accept.

3.2. All ARTIST invoices will include the appropriate VAT increase, if applicable, as well as IRPF withholding, if applicable.

3.3. The payment of the settlements in favor of the ARTIST will be conditional on previously being fully fulfilled by THE AGENCY by the third party with whom it contracts, without prejudice to the power of the same to make the advances it deems appropriate.

FOURTH.- Territory

THE AGENCY may exercise the representation described in the first clause throughout the national territory, as well as abroad, without any spatial limitation.

FIFTH.- Duration

The present contract is fixed for a duration of 2 years, computed from the signature thereof. It will be renewed successively and automatically for the same period if it is not denounced by any of the parties in a reliable manner, with a notice period of 60 days before its expiration.

SIXTH.- Exclusivity

6.1. The present contract of artistic representation is agreed without character of exclusivity.

6.2 The ARTIST declares to be free of all types of contractual obligations towards third parties that entail exclusivity for the use of their image, voice and / or name, which could impede the artistic representation that is the subject of this contract.

For this purpose, the ARTIST undertakes not to provide his personal data to third parties interested in hiring without prior knowledge and authorization of THE AGENCY, leading to the breach of this obligation to the claim by THE AGENCY of the amounts due for their commission .

SEVENTH.- Specific obligations of the model

THE ARTIST acquires the responsibility of taking care of his image, so that it is not damaged in a way that impedes the good performance of his activity.

EIGHTH.- Protection of personal data

In accordance with the Organic Law 15/1999, on the protection of personal data, THE ARTIST authorizes THE AGENCY to include the personal data indicated in this document in a file with the purposes that arise directly from the contractual relationship established with THE AGENCY and to assign them and transmit them to those who are interested in their hiring. Likewise, it is informed of the possibility of exercising rights of access, rectification, cancellation and opposition.

NINTH.- Jurisdiction and competition

For any question arising from the fulfillment, execution or interpretation of this contract, the parties expressly submit to the Courts and Tribunals of the address of THE AGENCY.

And for this to be construed, the parties accept this contract and its legal effects, signing it in duplicate copy and for a single purpose in the city and date indicated above.

THE ARTIST D / D^a

THE AGENCY

PROESCENIC TALENT AGENCY



PROESCENIC
TALENT AGENCY

PROESCENIC LTD
COMPANY NUMBER: 12853837
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UNITED KINGDOM

