



CONTRACT OF ARTISTIC REPRESENTATION AND ASSIGNMENT OF IMAGE RIGHTS

In, on the (day) of (month) of (year)

BETWEEN

ON THE ONE HAND, Ms. Olga Sances Motos, residing at Calle Bethencourt N° 1, 08014 Barcelona, Spain, with Spanish tax ID number NIF 52914840M, acting as **director/agent** and **legal representative** of **Proescenic LTD Talent Agency**, whose registered office is located at 128 City Road, London, EC1V 2NX, United Kingdom, registered under **Company number 12853837**, hereinafter referred to as **THE AGENCY**.

AND ON THE OTHER HAND, Mr./Ms., acting on his/her own behalf, with address at, holding ID/passport number, hereinafter referred to as **THE TALENT**.

Both parties acknowledge that they have the legal capacity and authority to enter into this agreement and

DECLARE

I. That TALENT occasionally engages in advertising modelling activities. II. That THE AGENCY is dedicated to the representation of dancers, acrobats, and athletes in the fashion and advertising industries, acting on behalf of said talents before third parties interested in hiring them for the use of their image, name, and/or voice. III. That both parties are interested in this representation, and therefore formalize this contract under the following terms:

CLAUSES

FIRST – Purpose and Express Mandate for Contracting THE AGENCY shall act as the representative of THE TALENT before any third party interested in hiring, using, or exploiting their image, name, and/or voice rights in the field of advertising, within the territory, for the duration and under the conditions stipulated herein.

To this end, by signing this document, THE TALENT expressly authorises THE AGENCY to:

a) Formalise all types of contracts with individuals or legal entities, by any means and under such terms as it deems appropriate, for the assignment of THE TALENT's image, name, and/or

voice rights through any advertising or communication medium, including renewals of previous agreements.

b) Invoice and collect on behalf of THE TALENT all fees due for work performed or for the use of their image, name, and/or voice. This mandate fully authorises THE AGENCY to receive such payments in accordance with Article 1727 of the Spanish Civil Code.

SECOND – Compensation and Assignment of Rights to THE AGENCY THE TALENT grants THE AGENCY the use of their image, name, and/or voice rights during the term of this contract, in exchange for 80% of the income received for such use, through any advertising or communication medium, allowing THE AGENCY to promote THE TALENT as well as for the AGENCY's own promotional or commercial purposes.

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

THE TALENT understands that, according to industry standards, THE AGENCY shall also receive a fee from the client, independent and compatible with the compensation paid to THE TALENT, consisting of an additional 20% of the total income earned.

THIRD – Payments to THE TALENT 3.1. The fee for THE TALENT's services shall be determined by THE AGENCY based on its rate sheet and common industry practices, which THE TALENT acknowledges and accepts. 3.2. All invoices issued by THE TALENT shall include VAT, if applicable, and income tax withholdings, if required. 3.3. Payments to THE TALENT shall be subject to the prior full payment by the third party to THE AGENCY, without prejudice to the AGENCY's right to provide advance payments at its discretion.

FOURTH – Territory THE AGENCY may exercise the representation described in Clause One throughout the national territory as well as internationally, without any geographical limitation.

FIFTH – Duration This contract shall remain in effect for a duration of two (2) years from the date of signing. It will be automatically renewed for successive periods of equal duration unless either party notifies the other of its decision to terminate, with at least sixty (60) days' written notice before expiration. Either party may terminate this agreement by providing written notice of its intention to withdraw.

SIXTH – Non-Exclusivity and Non-Interference Clause with Active Clients 6.1. This representation contract is agreed upon on a non-exclusive basis. THE TALENT is free to collaborate with other agencies and participate in projects not managed by THE AGENCY. 6.2. However, to ensure professional and effective representation, THE TALENT agrees not to approach or submit themselves directly to casting directors or other clients with whom THE AGENCY maintains an active commercial relationship, especially concerning projects managed or proposed by THE AGENCY.

Should THE TALENT independently pursue opportunities within projects that are part of THE AGENCY's active portfolio, this shall be considered a breach of this agreement and may result in immediate termination, as it undermines the trust and work invested by THE AGENCY in managing THE TALENT's career.

Furthermore, THE TALENT agrees not to provide their personal information to third parties interested in hiring them without the prior knowledge and authorisation of THE AGENCY, when such hiring relates to projects managed or proposed by THE AGENCY. Failure to comply with this obligation shall entitle THE AGENCY to claim the commission amounts it would have been entitled to.

SEVENTH – Specific Obligations of THE TALENT THE TALENT is responsible for maintaining a professional image that does not negatively impact their ability to perform the work agreed upon under this contract.

EIGHTH – Data Protection In accordance with current data protection laws, THE TALENT authorises THE AGENCY to include their personal data in a file for purposes directly related to the contractual relationship established herein and to share such data with third parties interested in hiring THE TALENT. THE TALENT is informed of their rights to access, rectify, cancel, and object to such data processing.

NINTH – Jurisdiction For any issues arising from the execution, fulfilment, or interpretation of this contract, the parties expressly submit to the Courts and Tribunals of the registered address of THE AGENCY.

In witness whereof, the parties sign this agreement in duplicate and for a single purpose, on the place and date first written above.

THE TALENT

Name and signature:

THE AGENCY

Name and signature: Olga Sances Motos

On behalf of Proescenic LTD Talent

Agency