



TALENT CONTRACT

This contract is made and entered into this 10th day of October 2022 at Cubao, Quezon City, Philippines, by and between:

Michael Acuña, of legal age, **39, Single, Filipino**, with address at 1113 Adelina Street, Sampaloc, Manila hereinafter referred to as **TALENT/HOST**.

- and -

DIGITS TRADING CORPORATION a corporation existing and duly organized under the laws of the Republic of the Philippines, with office address at 56 Mayor Ignacio Santos Diaz St., Brgy San Martin De Porres Cubao, Quezon City herein represented by its PR Officer, **John Gabriel Villa**, of legal age, Single, Filipino, hereinafter referred to as **CLIENT**;

WITNESSETH:

WHEREAS, the **CLIENT** desires to acquire the services of the **TALENT** for **Beyond the Box iPhone 14 Midnight Launch** to be held at the Uptown Mall, BGC.

NOW THEREFORE, for and in consideration of the foregoing terms and conditions provided, both parties agree:

A. Pursuant to the Client's creative requirements, the **TALENT** shall undertake the following obligations:

1. To make himself readily available for the scheduled midnight launch (**October 13, 2021**) - **9pm to 12 midnight of October 14, 2022**.



2. In case there should be any changes in the schedule that are beyond the control of the CLIENT (i.e., acts of God or force majeure) the CLIENT shall immediately notify the **TALENT**.

Both parties shall agree to move the performance/ appearance of the **TALENT** to another date, time or venue, whichever is applicable. In case **TALENT** is unavailable for the rescheduled promotional project, both parties will then agree on hiring a replacement talent.

The **TALENT** is not entitled to compensation for said re-scheduled event.

In case CLIENT cancels the scheduled midnight launch one (1) day before the actual event/show, **TALENT** will be entitled to 50% of the event compensation since **TALENT** would have refused other work schedules and bookings.

3. The **TALENT** agrees that the his/her images will be used for the CLIENT's creative requirements for **Beyond the Box - iPhone 14 Midnight Launch** materials such as but not limited to press releases, advertorials, online PR, viral videos, posters, online campaigns for a minimum of 2 months from the date of the contract.

4. The **TALENT** understands that the CLIENT has the right to use the images for its PR requirements or any below-the-line efforts.

5. **TALENT** shall ensure their area will be conducive to a Live and/or pre-recorded performance. In cases incidental branding is needed CLIENT will provide brand collateral and products.

6. **TALENT** shall maintain a wholesome and clean image throughout the duration of the contract.

9. **TALENT** shall also endorse **Beyond the Box** through social networking sites such as Twitter, Facebook, Instagram, Pinterest, and their personal blogs, when applicable.

10. **TALENT** shall comply to same day rehearsal 2 hours before the actual live by means of testing all tech requirement such as connectivity, audio and video with our hired streaming agency

11. **TALENT** shall comply with the given call time of at least **2 hours** before the actual event.

12. The **TALENT** further agrees to represent the CLIENT in a favorable and socially acceptable manner at all times.



B. The CLIENT on its part, undertakes the following obligations:

13. Pay the **TALENT**, in consideration of his services, the net amount of TWENTY THOUSAND PESOS (**Php 20,000.00**) cash

14. In relation with this Contract, **TALENT** is an independent contractor and shall not in any way be entitled to any right/benefit granted to employees of the CLIENT. The only compensation, right, or benefits to which the **TALENT** is entitled to those specified in this Contract.

C. All photographs or videos taken of the **TALENT** in connection with the production of said events/shows shall be the property of the CLIENT. CLIENT has the exclusive title to and interest on all such materials. CLIENT has the right to make use of the said materials for purposes of press releases and the like without additional compensation and/or royalty to the **TALENT**.

D. The parties agree that this Contract sets forth and contains the entire understanding between the parties and cannot be amended, modified, or supplemented in any respect except by written agreement and duly authorized and entered into by both parties, hereto.

IN WITNESS WHEREOF, the parties hereby set their hands this 10th day of October at Cubao, Quezon City, Philippines.

Digits Trading Corporation

Joshua Del Valle
BRAND OFFICER

Michael Acuña
TALENT/HOST

Noted by:

Macel Abejero
AVP FOR MCG (Marketing & Communications Group)

