

# Talent Services Agreement

This agreement sets out the commitments of Super Duper AI Tool (located at 123 Artificial Way, London, N11AI) (“Customer”, “you”, “your”) in relation to your agreement with Trent Vision LTD (UK Company Number: 11153416) (“our”, “us”, “the Company”, “we”).

## Talent

This agreement sets out the commitments of Thomas Shaw (defined as “Talent” throughout this document) as a part of this agreement.

Trent Vision LTD confirms that it has the right to act on behalf of the Talent and enforce the terms of this agreement in the best interests of the Talent.

## Service Specification

### 1. Scope of Services

[DESCRIPTION]

### 2. Term

- a. This Agreement shall be deemed to commence upon signature of this document and expires 2 months after the date of the event as defined above, unless terminated or extended in accordance with this Agreement.

### 3. Deliverables

- a. **TBC**

Item	Specification
Quantity & Format	2x Short-form videos
Posting Platforms	Instagram and TikTok
Delivery & Publication Timeline	Within 2 weeks of the effective date

Ownership & Editorial Control	Customer retains all ownership of deliverables
Media Licensing	N/A
Usage Restrictions	Customer has unlimited use of the deliverables

## 4. Consideration

- a. In consideration for the compliance by the Talent of all of their obligations under this Agreement, including the provision of the Services, the Customer will pay the Company a fee of **[FEE] (exclusive of VAT)**. This is in addition to covering the reasonable costs incurred by the Talent and the Company during the delivery of these Services.
- b. Any further services requested or used by the Customer are not included within this agreement and will require a separate agreement between the parties.

# Terms and Conditions

## Definitions

1. In this Agreement, the following words and phrases are defined:

Agreement	this agreement for the provision of the Services described in the Service Specification;
Confidential Information	in relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or in connection with this Agreement;
Completion Date	the date on which the project has been finalised. The activities described in the Service Specification have been carried out;
Deliverables	all of the items described in the Deliverables table within the Service Specification;
Effective Date	the date on which the Agreement is signed by all parties;
Equipment	any equipment, systems, tools, cabling, items, materials or facilities requested or used directly or indirectly in the supply of

	the Services, by the Company or its sub-contractors;
Intellectual Property Rights	any and all rights related to inventions, patents, utility models, copyrights, registered and unregistered designs, trademarks, trade names, internet domain names, service marks, database rights, topography rights, rights in get-up, and rights in goodwill or to sue for passing off.
Payment Schedule	the timeline and schedule of payments to be made by Customer to the Company;
Personal Data	any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
Privacy Policy	the Trent Vision LTD Privacy Policy (available on request);
Services	the services which are set out and described in the Service Specification of this Agreement;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.

2. In this Agreement, unless the context requires a different interpretation:
- the singular includes the plural and vice versa;
  - references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
  - a reference to a person includes firms, companies, government entities, trusts and partnerships;
  - "including" is understood to mean "including without limitation";
  - reference to any statutory provision includes any modification or amendment of it;
  - the headings and sub-headings do not form part of this Agreement; and
  - "writing" or "written" will include fax and email unless otherwise stated.

## General

- The Company shall provide the Services to Customer on the terms and conditions of this agreement from the Effective Date.
- The Services will be provided in line with the Service Specification.

5. This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
6. No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.
7. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.
8. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
9. A provision which by its intent or terms is meant to survive the termination of the Agreement will do so.
10. If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.
11. Unless specifically provided by the parties, nothing in the Agreement will establish any employment relationship, partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does the Agreement authorise any party to enter into any commitments for or on behalf of the other party.
12. Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the other party's registered address or place of business, or sent by email to the other party's main business email address as notified to the sending party. Notices:
  - a. sent by post will be deemed to have been received upon confirmation of receipt;
  - b. delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and
  - c. sent by email will be deemed to have been received on the next Working Day after sending.
13. No amendment shall be made to the Service Specification except on terms agreed in writing by both parties.
14. Customer acknowledges that the Company may require authorisation to store and use the personal data of the employees of Customer. All activities relating to the use of personal data by the Company will comply with the General Data Protection Regulation and the Data Protection Act 2018.
15. The Privacy Policy may be updated from time to time. The Customer is responsible for regularly checking the Privacy Policy to ensure that their activities are still within the terms of the Privacy Policy.
16. Customer acknowledges that Talent is not to be communicated or marketed as an employee, partner or customer of Customer.
17. Talent's relationship with Customer shall be clearly defined in all relevant publications, public discussions and any outbound communications (if any).

## Customer's Obligations

18. Customer must:
  - a. co-operate with the Company in all matters relating to the Services;

- b. provide, in a timely manner, any materials and any information as the Company may reasonably require; in the case of information, Customer shall ensure that it is accurate in all material respects;
- 19. Customer is responsible for ensuring that the Company has been correctly briefed on the requirements for the Service Specification.
- 20. Customer is responsible for providing the Company with access to the relevant systems and third-party services (if any) that may be used during the duration of this agreement (to be used at the Company and Talent's discretion).
- 21. Customer is responsible for providing the Company with access to the relevant systems and third-party services (if any) that may be required in order for the Company to provide the services described in the Service Specification (to be used at the Company and Talent's discretion).
- 22. Customer is obliged to make payments in line with the Payment Schedule described in this agreement.
- 23. Customer agrees that they shall not act in a way that is derogatory or damaging to the goodwill or reputation of the Talent and/or the Company;

## Liability and Insurance

- 24. If the Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, its agents, sub-contractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by Customer that arise directly or indirectly from such prevention or delay.
- 25. Nothing in this Agreement limits or excludes either party's liability for:
  - a. death or personal injury caused by its negligence;
  - b. fraud or fraudulent misrepresentation; or
  - c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
  - d. any other liability which cannot be limited or excluded by applicable law.
- 26. Subject to the above clause, except to the extent that a Party's liability arises from its own breach of this Agreement, neither Party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:
  - a. loss of profits;
  - b. loss of sales or business;
  - c. loss of agreements or contracts;
  - d. loss of anticipated savings;
  - e. loss of or damage to goodwill;
  - f. loss of use of or corruption to software, data or information; or
  - g. any indirect or consequential loss.
- 27. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 28. During this Agreement, the Company and Customer shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents and employees, in connection with the Services and shall, on either parties' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.
- 29. Customer is responsible for ensuring that all information provided to the Company is accurate.

30. The Company does not accept any responsibility or liability for any agreements or relationships that Customer engages in with any third party.
31. The Company's maximum liability to the Customer in the event of a breach shall be limited to the total amount of the Consideration described in the Service Specification which has already been paid to the Company at the time of the breach.
32. Any liability that Talent has to the Customer shall be fulfilled by the Company and not directly by the Talent.

## Confidentiality

33. Each party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:
  - a. where required by law, court order or any governmental or regulatory body;
  - b. to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
  - c. where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, representatives or advisers);
  - d. where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or
  - e. where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.
34. The above clause will survive the termination of this Agreement.

## Intellectual Property

35. The Company reserves all ownership and Intellectual Property Rights which may subsist in any Deliverables, or in connection with the provision of the Services. The Company reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such Intellectual Property Rights.
36. The Company retains all ownership and Intellectual Property Rights in any footage, photos, audio or any other material captured by the Talent and/or the Company.
37. Nothing in this agreement will transfer the ownership of any Intellectual Property Rights that are owned by the Company.
38. Nothing in this agreement will transfer the ownership of any Intellectual Property Rights that are owned by the Talent, including but not limited to their social media channels, website, branding material and any other assets.
39. The Company reserves the right to take such action as may be appropriate to restrain or prevent the infringement of its own Intellectual Property Rights.
40. The Company has permission from the Talent to take such action as may be appropriate to restrain or prevent the infringement of the Talent's Intellectual Property Rights.

## Media Licensing

41. Media assets (if any) which are licensed to the Customer under this agreement are strictly licensed under the terms described in the Service Specification.
42. The Customer shall only utilise the licensed media assets for their intended purposes as described in the Service Specification.
43. If a license is not described in the Service Specification, the Customer understands that they do not have the right to utilise the relevant piece of media on platforms, channels, mediums that are not specifically described within a license in the Service Specification.
44. If the customer is unsure about the details of any licence they have regarding any content that features the Talent, they must contact the Company.

## Approvals

45. The Company and Talent have the right to review, approve and reject any media published by the Customer which includes the name, image and/or likeness of the Talent.
46. The Customer has the right to review, approve and reject any media published by the Talent which is produced as a part of this agreement, subject to the terms described in the Service Specification.

## Company's and Talent's Rights

47. The Company and Talent have the right to remove any content from the Talent's media channels and request the removal of content containing Talent's name, image or likeness, if Customer is involved in any scandal, public controversy, legal investigation, criminal activity, or any action that, in the reasonable opinion of the Company or Talent, could negatively impact the reputation of the Talent or bring the Talent into disrepute.
48. Nothing in this Agreement shall be construed to limit or waive any rights of the Talent that are not expressly granted to the Customer herein. All rights not explicitly granted are reserved to the Talent.

## Payment

49. Customer is required to make payments to the Company in line with the Payment Schedule as described below:

Date of payment	Amount to be paid
The Effective Date	50% of the total project value (defined in the Service Specification)
Within 30 days following the day of the event	50% of the total project value (defined in the Service Specification)

50. Customer understands that it is responsible for reimbursing any reasonable expenses incurred by the Talent before, during or after the engagement described in the Service Specification, including by not limited to: travel costs, accommodation costs, etc.
51. Any additional costs incurred will be invoiced by the Company to the Customer and shall be paid within 30 days.

## Non-Solicitation

52. Customer shall not, without the prior written consent of the Company, at any time from the date of this Agreement to the expiry of 12 months after the last date of supply of the Services or termination of this Agreement (whichever is the latest), solicit or entice away from the Company or employ or attempt to employ any person or company who is, or has been, engaged as an employee, consultant, sub-contractor, service provider or partner of the Company in the provision of the Services.
53. Customer shall not, without the prior written consent of the Company, at any time from the date of this Agreement to the expiry of 12 months after the last date of supply of the Services or termination of this Agreement (whichever is the latest), solicit or entice away from the Company any individual, sole-trader or company who is, or has been, engaged as a customer of the Company.

## Circumstances beyond the control of either party

54. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from an event of force majeure.
55. Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, the collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.
56. The party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the force majeure upon the performance of its obligations.
57. The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a force majeure event.

## Termination

58. This Agreement may be terminated by
  - a. an agreement of both parties in writing.
  - b. a fundamental breach of contract, upon notification of the breach to the breaching party in writing.

## Consequences of Termination

59. On termination:



- a. Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- b. Customer shall, within a reasonable time, return all of the Company's Equipment (if any);
- c. Customer shall immediately cease the use of any media assets which are licensed to them (if any) under this agreement;
- d. until all of the Company's Equipment have been returned to the Company or repossessed, Customer shall be solely responsible for their safekeeping;
- e. no refunds shall be made to the Customer.

## Governing law and jurisdiction

60. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the dispute resolution process below.

61. **Dispute resolution.** The parties are located in different countries with different legal systems. Therefore the parties agree to resolve any disputes as to the performance of the contract in the following ways;

- a. Negotiated resolution. The parties are committed to completing the project and therefore in the unlikely event of a dispute as to performance, the parties will discuss the issues and reach a negotiated resolution and then complete the project. If this fails then
- b. Arbitration. Only if the parties are unable to resolve a dispute, the parties agree to put any dispute as to performance to an independent arbitrator who will decide on a resolution, based upon short, maximum of 30 minutes, representations of the parties given by video conference call. The decision of the arbitrator is final. The arbitrator's cost will be met by the parties equally.
- c. Should a party appoint representatives for arbitration and incur costs, they agree that these or any other costs are not recoverable from the other party regardless of the outcome of the arbitration process.
- d. The independent arbitrator will be appointed by the parties jointly or if agreement of appointment cannot be reached, the parties agree to use the Stormcatcher Small Business Arbitration Scheme fixed price dispute resolution online arbitration process which costs £250 + vat at the time of drafting this agreement. Details of which can be found here.  
<https://stormcatcher.co.uk/practice-areas/dispute-resolution/small-business-arbitration-on-alternative-dispute-resolution/>

The parties have signed this Agreement on the date(s) below:

\_\_\_\_\_

Thomas Shaw for and on behalf of Trent Vision LTD

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

Date

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for and on behalf of **Obviously Social, LLC**