

TALENT SERVICES CONTRACT

This **Contract** is dated 16.05.24

Parties

- 1 **The Smiley Company SPRL:** incorporated in Belgium under VAT number 0895.961.482 whose registered address is Avenue Louise, 523, 1050 Brussels, Belgium and whose email address is ally@smiley.com (the “**Company**”); and
 - 2 Elizabeth Morgan whose address is 4 Talbot Gardens, Leeds, West Yorkshire, LS81AJ and whose email address is lizzie@gimmekaya.co.uk (the “**Talent**”),
- each a “**party**” and together the “**parties**”.

Structure

- A This Contract comprises the following:
- (i) the Contract Details; and
 - (ii) the Agreed Terms.
- B If there is any conflict or ambiguity between them, a term contained in the Contract Details will have priority over a term contained in the Agreed Terms.

Contract Details

Key Details	
Talent’s Agent:	TBH Digital Limited (trading as TBH Talent): incorporated in England and Wales under company number 13851220 whose registered address is Pembroke House, Llantarnam Park Way, Cwmbran, Torfaen, United Kingdom, NP44 3AU and whose email address is verity@tbhtalent.com
Brand:	Smiley
Campaign:	Lizzie Kaya x Moea Sneakers x Smiley
Commencement Date:	16.05.24
Payment and Expenses	
Fees:	£1,500 + VAT
Payment Schedule:	The Fees are payable in the following instalments: 100% to be invoiced on signature of the agreement
Expenses:	NA
Services, Deliverables and Media	

Services:	The Talent will create the Deliverables and submit them to the Company for approval and make any such reasonable amendments in compliance with the Editorial Controls within 48 hours. The Talent will share the Deliverables on the Media, on the dates and at the times notified to them by the Company reasonably in advance, for the duration of the Live Period.	
Deliverables:	The Talent will create the following deliverables for the purpose of promoting the Brand under the Campaign, each of which to include relevant Brand and Campaign links and hashtags:	
	Instagram	1x IG reel posted in collaboration with @smiley, @moea_sneakers
Media:	The Talent will post and share the Deliverables on the following media:	
	Instagram	https://www.instagram.com/gimme_kaya/
Live Period:	The Talent will post and share the Deliverables on the Media for a period of 120 days from first publication.	
Company's Use of Deliverables:	The Company may organically re-share the Deliverables via its official UK social media channels. The Deliverables shared will be (and will link back to) the original version as posted on the Talent's own Media. The Deliverables will not be re-edited and will not be natively uploaded to the Company's own channels.	

Promotion Limitations:	The Company may place up to £100 of media spend behind the Deliverables for 3x days once the content has gone live, on talent channels.
Other Details	
Editorial Controls:	The Company may give one round of feedback on the Deliverables and may require the Talent to make one round of post-production edits or changes only to correct factual inaccuracies and achieve conformity with the Media's platform terms of use, the law, the CAP and BCAP Codes, and regulatory guidance.
Exclusivity Requirements:	No exclusivity.
Special Terms:	No special terms.

Agreed Terms

1. Interpretation

- 1.1. A reference to a 'person' includes a natural person or company.
- 1.2. A reference to a 'company' includes any company, corporation, or other corporate body.
- 1.3. Words that follow 'includes' or 'including' or any similar words are illustrative only and will not limit the sense of any word.
- 1.4. A reference to 'writing' or 'written' includes email.
- 1.5. A reference to a 'clause' is to a clause of this Contract.

2. Commencement and Duration

This Contract will start on the Commencement Date and will continue (unless terminated earlier in accordance with the terms of this Contract) until expiry of the Live Period (the "**Term**"), at which point it will automatically terminate without notice.

3. Talent's Obligations

- 3.1. The Talent will:
 - (a) perform the Services with reasonable skill and care, and in a competent manner;
 - (b) create the Deliverables and perform the Services in accordance with the relevant Media's terms of use, the law, the CAP and BCAP Codes, and regulatory guidance in force from time to time;
 - (c) comply with the Company's reasonable instructions in respect of the Brand and the Campaign;
 - (d) not knowingly make any public statement that brings the Company, the Brand, or the Campaign into material disrepute; and
 - (e) as soon as possible following request of the Company, remove the Deliverables and any of the Talent's posts on the Media over which it has control that, in the reasonable and demonstrated opinion of the Company, brings the Company, the Brand, or the Campaign into material disrepute.

4. Fees and Expenses

- 4.1. In consideration of the provision of the Services, the Company will pay the Talent the Fees and the Expenses (if any), all of which are exclusive of VAT (if applicable).
- 4.2. The Talent irrevocably authorises the Talent's Agent to submit invoices and receive payment of all sums due to the Talent under this Contract on the Talent's behalf. The Talent irrevocably authorises and requests that the Company pays all sums due to the Talent under this Contract to the Talent's Agent on submission of invoices by the Talent's Agent.
- 4.3. The Talent's Agent will submit invoices for the Fees and Expenses, plus VAT if applicable, to the Company in accordance with the Payment Schedule. The Company will pay each invoice due and submitted to it within 30 days of the date of invoice.

5. Intellectual Property

5.1. The Company agrees that all intellectual property rights in:

- (a) all materials created by the Talent in providing the Services, including the Deliverables and any other materials including photographs, audio-visual content, artwork, graphics, designs and performance, and any other material protected by intellectual property rights ("**Talent Materials**"); and
- (b) the Talent's pre-existing trade marks, service marks, logos, other materials connected with the Talent's brand or image, names (including nicknames and stage names), biography, signature, image, voice, and likeness ("**Talent Assets**"),

will vest in and remain the sole property of the Talent at all times.

5.2. The Talent grants the Company for the Term a non-exclusive licence in the Territory to use the Talent Materials and the Talent Assets for the purpose of promoting the Talent's association with, and provision of the Services to, the Company including by using and promoting the Deliverables on the Company's own official websites and social media pages (in accordance with the Company's Use of Deliverables set out in the Contract Details) in connection with the Campaign, subject to the Promotion Limitations.

5.3. The Company may provide materials to the Talent in connection with the Services ("**Company Materials**"). The Company grants the Talent for the Term a non-exclusive worldwide licence to use the Company Materials in connection with the creation of the Deliverables and performing the Services.

5.4. If either party wishes to include in the Deliverables materials protected by intellectual property rights owned or controlled by third parties ("**Third Party Content**"), it will identify such Third Party Content to the other party and not include such Third Party Content without the other party's prior written consent (save where such inclusion would be so minor or incidental as not to infringe third party intellectual property rights).

5.5. The Company will be responsible, where applicable, for securing any licences, consents, and waivers required for the use of such Third Party Content as envisaged under this Contract.

5.6. The Talent may, during and after the Term, use any Deliverables for non-commercial purposes, including industry awards and investor communications, and to promote its Services to other potential clients either by itself or via the Talent's Agent.

5.7. The Talent will not be liable under this Contract or otherwise for any modifications, adaptations, or amendments to any Deliverables made by or on behalf of the Company, nor for any fault, error, destruction, or other degradation in the quality of the Deliverables which arise in connection with the acts or omissions of the Company.

6. Warranties and Indemnities

6.1. The Company warrants that:

- (a) it has full power and authority to enter into this Contract and that by doing so it will not be in breach of any obligation to or right of any third party;
- (b) the Company Materials will not infringe the intellectual property rights or other rights of any third party; and

- (c) the Company Materials will comply with the relevant Media's terms of use, the law, the CAP and BCAP Codes, and all applicable regulatory guidance in force from time to time.
- 6.2. The Company will indemnify the Talent for any losses, damages, liability, costs (including legal fees), and expenses suffered or incurred directly or indirectly in connection with any claim that any of the Company Materials infringe the intellectual property rights of any third party, or for any action taken against the Talent by any regulatory body.
- 6.3. The Talent warrants that:
 - (a) it has full power and authority to enter into this Contract and that by doing so it will not be in breach of any obligation to or right of any third party;
 - (b) to the best of its knowledge and belief, the Talent Materials and Talent Assets are original and their use under this Contract will not infringe the intellectual property rights or other rights of any third party; and
 - (c) to the best of its knowledge and belief, the Talent Materials and Talent Assets will comply with the relevant Media's terms of use, the law, the CAP and BCAP Codes, and all applicable regulatory guidance in force from time to time.

7. Liability

- 7.1. Nothing in this Contract seeks to limit or exclude liability of any party which cannot legally be limited, including liability for death or personal injury caused by the other party's negligence, for fraud or fraudulent misrepresentation.
- 7.2. Subject to clause 7.1, neither party will be liable to the other party under this Contract for any indirect losses; loss of profit; loss of revenue; loss of contract; loss of commercial opportunity; loss of savings, discount, or rebate (whether actual or anticipated); or harm to reputation or loss of goodwill.
- 7.3. Subject to clause 7.1, the Talent's total liability to the Company will not exceed an amount equal to 100% of the sums paid under this Contract.

8. Confidentiality

- 8.1. Subject to clause 8.2, each party will keep all information concerning the business, assets, affairs, clients, and suppliers of the other party ("**Confidential Information**") confidential and will only use it as required to perform its obligations under this Contract.
- 8.2. Each party may disclose Confidential Information:
 - (a) to its employees, officers, and representatives (including, in the case of the Talent, to the Talent's Agent) who need to know such Confidential Information for the purposes of performing its obligations under this Contract; and
 - (b) as may be required by law or any regulatory authority.

9. Data Protection

Each party will comply with, and assist the other party to comply with, the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including the Data Protection Act 2018 and the General Data Protection Regulation, Retained Regulation (EU) 2016/679. This clause 9 is in addition to,

and does not reduce, remove, or replace, a party's obligations arising from such requirements.

10. Termination

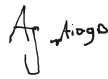
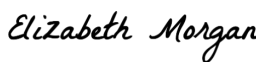
- 10.1. Either party may terminate this Contract at any time on written notice if the other party:
- (a) materially breaches this Contract and such breach cannot be remedied;
 - (b) does not remedy a material breach of this Contract within 14 days of receiving written notice of requirement to remedy such breach; or
 - (c) has any licence, consent or authorisation revoked or modified such that it can no longer comply with its obligations under this Contract.
- 10.2. The Talent may suspend performance of the Services and creation of the Deliverables at any time on written notice if the Company has failed to pay any sums due under this Contract by the due date for payment.
- 10.3. The Talent may terminate this Contract at any time on written notice if the Company has failed to pay any sums due under this Contract later than 7 days from the due date for payment.
- 10.4. The Talent may take steps to seek termination of this Contract in accordance with applicable laws at any time if the Company undergoes any event that might reasonably indicate a state of financial distress.
- 10.5. Neither party will be in breach of this Contract for any delay, disruption, or failure caused by an event or sequence of events outside its reasonable control ("**Force Majeure Event**"). In such circumstances, the time for performance will be extended by a reasonable period. If the Force Majeure Event continues for a period of 30 days, either party may terminate this Contract on written notice to the other.
- 10.6. On termination or expiry of this Contract for any reason:
- (a) the Company will immediately pay the Talent's Agent all sums due under this Contract up to the date of termination;
 - (b) the Talent will, if requested by the Company, remove any posts of the Deliverables from the Media; and
 - (c) each party will, at the other party's option, deliver or dispose of all materials belonging to the other party and all copies of the same, to the extent such materials are in the relevant party's possession or control.

11. General

- 11.1. Notices: Any notices or communications sent by a party to the other party under or in respect of this Contract must be in writing and emailed at the address set out in the Parties section of this Contract. This clause 11.1 will not apply to notices given in legal proceedings.
- 11.2. Entire Agreement: The parties agree that this Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements, whether in writing or made verbally, in respect of its subject matter.

- 11.3. Variation: No variation of this Contract will be valid or effective unless it is in writing and signed by or on behalf of each party.
- 11.4. Assignment: This Contract is personal to the parties. Neither party may assign, novate, sub-contract, or otherwise transfer or encumber any rights or obligations under this Contract without the prior written consent of the other party.
- 11.5. Severance: If any provision of this Contract is or becomes unenforceable, the rest of this Contract will not be affected.
- 11.6. Waiver: No delay or failure by either party to exercise any right or remedy under this Contract or by law will operate as a waiver of that right or remedy, nor will that party be prevented or restricted from exercising that right or remedy in future.
- 11.7. Third-Party Rights: The Talent's Agent will have the irrevocable right to enforce clauses 4 (Fees and Expenses) and 10.6(a) (Termination). Subject to the foregoing, a person who is not a party to this Contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.
- 11.8. Survival: The Contract Details and the provisions of clauses 4 (Fees and Expenses), 5 (Intellectual Property), 7 (Liability), 8 (Confidentiality), 10.6 (Termination), 11.7 (Third-Party Rights), 11.8 (Survival), and 11.9 (Governing Law and Jurisdiction) will survive termination of this Contract. Termination of this Contract will not affect any of the accrued rights and liabilities of either party at any time up to the date of termination.
- 11.9. Governing Law and Jurisdiction: This Contract and any dispute arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract.







This **Contract** has been entered into on the date stated at the beginning of it.

Signed by The Smiley Company SPRL :	
Print Name:	Ally Santiago
Role:	Campaign Manager
Date:	05 / 29 / 2024
Signed by Elizabeth Morgan:	

Print Name:	Elizabeth Kaya Morgan
Role:	Content Creator
Date:	05 / 30 / 2024

Title	Lizzie x Smiley, agreement
File name	Lizzie_Kaya_x_Smiley__agreement.docx.pdf
Document ID	3470fc97afad25b51206fa25047f382dfe72d0c3
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document history

 SENT	05 / 29 / 2024 14:11:47 UTC	Sent for signature to Elizabeth Kaya Morgan (lizzie@gimmekaya.co.uk) and Ally Santiago (ally@smiley.com) from verity@tbhtalent.com IP: 152.37.73.172
 VIEWED	05 / 29 / 2024 14:22:15 UTC	Viewed by Elizabeth Kaya Morgan (lizzie@gimmekaya.co.uk) IP: 86.8.70.29
 VIEWED	05 / 29 / 2024 16:55:25 UTC	Viewed by Ally Santiago (ally@smiley.com) IP: 91.143.67.210
 SIGNED	05 / 29 / 2024 16:56:11 UTC	Signed by Ally Santiago (ally@smiley.com) IP: 91.143.67.210
 SIGNED	05 / 30 / 2024 09:34:44 UTC	Signed by Elizabeth Kaya Morgan (lizzie@gimmekaya.co.uk) IP: 86.8.70.29
 COMPLETED	05 / 30 / 2024 09:34:44 UTC	The document has been completed.