



Talent Contract – Lancôme – Michele Manteaw

- 1. L'Oréal brand/trading division**

L'Oréal (U.K.) Limited, company number 271555, of Gateway Central, 187 Wood Lane, London W12 7SA ("L'Oréal") acting through its trading division Lancôme

Contact person for this Agreement: Natalya Cogolludo-Blank,
natalya.cogolludo@wpp.com
- 2. Talent**

 Michele Manteaw

 melaninmichie@gmail.com
- 3. Service Company**

Intentionally omitted.
- 4. Agent**


TBH Agency, company number 13851220, of 15 Roden Street, London, England, N7 6QJ, United Kingdom.


Contact person for this Agreement: Lucy Stewart - Adams, Talent Agent,
lucy@tbhtalent.com, .
- 5. Background**

5.1. L'Oréal wishes to use the services of the Talent in connection with the promotion of Lancôme products ("**Product(s)**"), as detailed below in the Services and Deliverables clause of this Agreement.

5.2. The Talent wishes to work with L'Oréal to promote the Products and provide such Services and Deliverables.

5.3. The Agent has agreed to procure that the Talent will provide L'Oréal with such Services and Deliverables.
- 6. Term**

 This Agreement will commence on August 19, 2024 and terminate on September 30, 2024 conditional upon the Talent having completed provision of the Services in accordance with this Agreement.
- 7. Payment**



7.1. In consideration for the performance of the Services and receipt of any Benefits and/or Commission provided as set out in this Agreement, L'Oréal will pay the Agent on behalf of the Talent, via its subcontractor, £2,750.00 (Two Thousand, Seven Hundred Fifty Pounds) (the "**Fee**") to be invoiced on successful completion of the Services in accordance with this Agreement. The Fee will be payable within forty-five (45) days of receipt of a valid and undisputed invoice from the Agent quoting the purchase order number provided by L'Oréal. Where the fee is payable via a subcontractor of L'Oréal, invoice(s) must be addressed to such subcontractor and not L'Oréal.

7.2. Intentionally omitted.

7.3. Intentionally omitted.

7.4. All Fees are (i) exclusive of VAT or any other tax or duties, if applicable, which will be payable by L'Oréal; and (ii) inclusive of any agent, union and guild fees, production fees or other fees.

7.5. The Agent on behalf of the Talent is wholly responsible for all income tax, national insurance, social security and other fees, taxes or contributions which may be payable in respect of the Fee .

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7.6. Unless otherwise agreed in writing (including in Item 8 below), the Fee is inclusive of all reasonable travel, hotel, food, wardrobe, rehearsal and other expenses incurred by the Talent in providing the Services.

8. Benefits provided

- 8.1. Intentionally omitted.
- 8.2. The Talent will comply with its disclosure obligations as detailed at Item 14.
- 8.3. Intentionally omitted.
- 8.4. Intentionally omitted.
- 8.5. Intentionally omitted.
- 8.6. Intentionally omitted.

9. Services and Deliverables

“**Deliverables**” means any work product, material, document or item developed by or featuring the Talent specifically for L’Oréal as part of or in relation to the Services under this Agreement in any form, including without limitation any item of content created as part of this Agreement featuring the Talent (including his/her image, name, voice, bio, signature etc), any Talent’s activity set out below on social platforms or on his/her own Blog/Vlog, any Affiliate Link, any reporting of analytics, any content created during any personal appearance or a content shoot;

“**Services**” means the services to be supplied by the Talent under this Agreement as set out in this Item 9, which includes the provision of Deliverables (save to the extent L’Oréal is responsible for provision of any Deliverables).

As at the date of this Agreement, the parties expect the Talent to provide L’Oréal with the below detailed Services and Deliverables during the Term, in accordance with any timescales specified being of the essence. It is acknowledged and agreed between the parties that, to the extent not set out below, the Services and Deliverables may be further detailed (i.e. the date during the Term on which a Service Day will take place or the precise campaign the social media Deliverables relate to or directions on content etc.) or subject to change during the Term, as mutually agreed by the parties in writing, such agreement not to be unreasonably withheld or delayed.

For relevant Services such as personal appearances or content shoots that include specified “Service Days” these will comprise an estimated eight (8) hours and any “Half Service Day” will comprise an estimated four (4) hours; both excluding travel time, preparation time, briefing and breaks.

L’Oréal will use its reasonable endeavours to notify the Agent at least three (3) days in advance of any date on which a Service Day is required. In the event that L’Oréal has not notified the Talent at least three (3) days in advance prior to a proposed date for a Service Day, the Talent will nevertheless use his/her best endeavours to attend the Service Day requested.

If relevant to the Services, any production team (e.g. photographers, videographers, art directors etc), and any styling team (e.g. hair salon, hair stylist, hair colourist, make-up artist and clothes stylist etc) will be exclusively chosen by L’Oréal. All costs in regards to the production and/or styling team will be borne by L’Oréal and paid directly by L’Oréal to the relevant third party. Where relevant, L’Oréal will provide (at L’Oréal’s expense and direction), a production team and styling team for any content shoot.

Included as part of the Services, L’Oréal may, on an ad hoc basis during the Term, request that the Talent provide follow up Q&A/quotes by phone / email with a L’Oréal representative and/or beauty press about Lancôme and any Product.

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All social platform content as set out directly below will form part of the Deliverables. Unless specific L'Oréal Materials are provided by L'Oréal to the Talent for inclusion in the Deliverables, the Talent will use his/her own original content and images for all Deliverables. If L'Oréal has specified use of a particular URL in any content, the Talent will use the specified URL and not any other affiliate links.

Overall content brief/directions on content:

- Deliverables will be created by the Talent in accordance with briefing document but in his/her own natural style and words;
- During the Term, in respect of the below social posts, the dates for publication, the dates for approval by L'Oréal, any specified geographic location for posts, any required hashtags/@handles (in addition to #ad and @brandhandle), any required URLs or other instructions will be proposed by L'Oréal and subject to approval by the Agent on behalf of the Talent (such approval not be unreasonably withheld or delayed and will constitute part of this Agreement)



melaninmichie

- Total number of TikTok Deliverables: 1
- 1 x TikTok + 4 weeks paid media usage. Live by 12 pm
- Talent may use music from the TikTok Commercial Music Library in TikTok Deliverables only. For the avoidance of doubt, this music may not be used anywhere outside of TikTok. If TikTok Deliverables are to be re-used on any other Social Platform, the music must be removed or replaced with separate music for which alternative rights have been procured in accordance with this Agreement.

Reporting Analytics

The Talent agrees to allow access to any third party apps or providers as specified by L'Oréal in order for L'Oréal to track performance and pull reporting analytics on the Deliverables. Such performance analytics include but are not limited to views, reach, replies, clicks, taps and exits. In order for the third party provider or app to track performance, the Talent will be required to authenticate their social media account(s) with such third party providers/apps. Additionally, for each Deliverable on social platforms, the Talent will provide L'Oréal with the following reports within 3 days of each Deliverable: Number of views/likes/shares/comments, Engagement rates, Click-through rates, Conversion rates, Swipe ups, and Drop off rates .

9.2 CONTENT SHOOTS

- Intentionally omitted.

9.3 PERSONAL APPEARANCES

- Intentionally omitted.

9.4 CO-CREATION OF CONTENT AT AN A LISTER SPECIAL EVENT/EXPERIENCE WHERE INFLUENCER IS EXPECTED TO POST FOR NO ADDITIONAL PAYMENT

- Intentionally omitted.

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- 10. Usage Location(s) of Deliverables**
- 10.1. L'Oréal may use all Deliverables in UK, Republic of Ireland, and Worldwide for: L'Oréal social media or websites, Paid online advertising, and Talent's Own Social Media or Websites or CRM.
- 10.2. Intentionally omitted.
- 11. Usage Period for Deliverables**
- 11.1. L'Oréal may use all Deliverables for the Term and for a period of 4 weeks paid media usage, 6 months organic usage from the end of the Term ("**Usage Period**").
- 11.2. L'Oréal is under no obligation to use the Deliverables. Should L'Oréal exercise this right, the Talent will not be entitled to any compensation or damages in relation to L'Oréal's non-usage of Deliverables. For the avoidance of any doubt, the Fee will remain payable in accordance with Item 7.
- 11.3. In the event that the Deliverables are approved by L'Oréal and published by the Talent, the Talent agrees that the Deliverables will remain on his/her social platform(s) for the duration of the Usage Period plus 2 years and will only be removed if:
- a) requested by L'Oréal (in which case the Talent will ensure that the Deliverables are removed promptly); or
 - b) required by the social platform or any legal or regulatory body (with prior notice being given to L'Oréal by the Talent).
- 11.4. L'Oréal is under no obligation to delete historical posts from its website(s) or social platforms. L'Oréal is also under no obligation to retain any Deliverables that may have been published on any of its platforms and may remove them at any time without notice to the Talent.
- 11.5. The parties acknowledge and understand that any and all material created under this Agreement may continue to be available after the end of the Usage Period for reasons outside of the parties' control. Such use will not cause L'Oréal to be in breach of the usage rights hereunder and nor will L'Oréal be liable in any way to the Talent or Agent in relation to any such publication and/or use following the end of the Usage Period (although L'Oréal shall cease to supply any such material in its possession and shall communicate to relevant third parties to cease usage at the end of the Usage Period). No compensation will be owed in connection with such publication.
- 11.6. L'Oréal Group may use the Deliverables in perpetuity for its internal, corporate, educational and training purposes.
- 12. Use of L'Oréal intellectual property**
- L'Oréal grants the Talent a non-exclusive, non-transferable, royalty-free licence for the Usage Period to use its trademarks and copyrighted materials to the extent as is necessary for the creation of the Deliverables and performance of the Services. The Talent acknowledges that he/she will not gain any right, title or interest in any intellectual property or associated goodwill, which will vest automatically in L'Oréal, and that he/she will not make any use of them except in accordance with the terms of this Agreement.
- 13. Approval process for Deliverables**
- 13.1. Talent Deliverables are considered to be L'Oréal advertising and must be pre-approved by L'Oréal. The Talent must submit all Deliverables to L'Oréal at least three (3) business days prior to intended date of publication, unless otherwise stated in this Agreement.
- 13.2. L'Oréal must have full editing rights in the Deliverables to ensure they are fully compliant with all Advertising Rules (Schedule 2) and technical regulations. L'Oréal will endeavour to keep any amendments to a minimum, whilst



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maintaining the tone and feel of the Talent's original Deliverables.

- 13.3. If the Talent attends an event/experience as part of the Services, L'Oréal will have the right to photograph, film and write about the Talent's attendance at the event in accordance with the Usage Locations and Usage Period set out in this Agreement without further approval from the Agent on behalf of the Talent.
- 13.4. For all other Deliverables, including any digital touch-ups of the Talent's image and any quotes made by the Talent in performing the Services, L'Oréal will seek approval from Agent on behalf of the Talent before using any Deliverables, such approval will not be unreasonably withheld or delayed and in the absence of receipt of a substantive response from the Agent within 48 hours of the request being made by L'Oréal, will be deemed to be given. Once the Agent has granted approval to any brand asset, L'Oréal can at any time re-use that approved asset on the agreed usage locations without seeking further approval.

14. Disclosure obligations

- 14.1. Talent's Deliverables must be clearly identifiable as marketing communications. To avoid misleading consumers, such Deliverable must:
- feature **#ad, #AD, #advert #advertisement, ad, AD, advert or advertisement**. For a partial advertorial, use **#containsads** or **containsads**; and
 - if Talent is posting to a social platform with a built-in disclosure tool, use the platform's tool and tag Lancôme. L'Oréal will then see post metrics.
- 14.2. Disclosure must be visible upfront, BEFORE a consumer engages with post, as follows:
- Social Media post (e.g. Instagram, Facebook, Twitter, Snapchat, Pinterest) – at the beginning of the post or, for an Instagram/Snapchat story/post, on the image/video itself throughout its duration;
 - YouTube post - at the top of the screen before post starts;
 - Blog post - at the top of the screen before post starts;
 - Vlog post – at the beginning of the title and/or in the thumbnail image;
 - Partial Advertorial – on-screen text or voiceover when ad starts and in description box.
- 14.3. Where the Talent chooses to post something related to Lancôme or its products which is outside the scope of the Deliverables, the Talent must be transparent with his/her followers to comply with the Advertising Rules, in particular:
- during the Term of this Agreement the Talent should use one of the following disclosures: **AD, ad, advert, advertisement, #AD, #ad, #advert or #advertisement**;
 - within twelve (12) months after the Term of this Agreement the Talent should use one of the following disclosures: **#PreviousAdPartner** or **PreviousAdPartner**;
 - if the Talent has received payment, products or benefits from any other L'Oréal brand or L'Oréal Group entity, the Talent will comply with any disclosure obligations as required by that brand or entity.
- 14.4. The Talent acknowledges that the Advertising Rules are frequently changing and other disclosure hashtags or other methods of disclosure may be required from time to time.

15. Exclusivity

- 15.1. Intentionally omitted.

16. Healthcare

- 16.1. Intentionally omitted.

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- Professional-specific clauses

17. Hair Artist-specific clauses

18. Spokesmodel specific clauses

17.1. Intentionally omitted.

18.1. Intentionally omitted

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SCHEDULE 1 ADDITIONAL TERMS

1. DEFINITIONS

- 1.1. **“Adverse Findings”** means any findings performed as part of the Due Diligence Review which may amount to a Disrepute Event.
- 1.2. **“Affiliates”** in this Agreement means any company controlling (directly or indirectly) or under common Control with that party and in the case of L’Oréal will include L’Oréal SA and any company controlled directly or indirectly by it.
- 1.3. **“Charter”** means the L’Oréal Talent & Influencer Values Charter, set out at Schedule 3 to this Agreement.
- 1.4. **“Control”** means the beneficial ownership of more than 50% of the issued share capital of a company or the ability to direct the management or affairs of another, whether by virtue of the ownership of shares, contract or otherwise.
- 1.5. **“Disrepute Event”** means any statements, endorsements, material, content or conduct by or associated with the Talent which may (i) bring into disrepute or be derogatory or otherwise detrimental to the L’Oréal Group, its goodwill, value, image, trademarks, reputation or products into disrepute or (ii) be in contravention of the Charter. For the avoidance of doubt, a Disrepute Event shall exclude any Genuine Views.
- 1.6. **“Disclosable Incident”** means any past, pending or ongoing legal or criminal or regulatory investigation or action or any criminal convictions. For the avoidance of doubt, Disclosable Incidents will include any arrest without charge but will not extend to (i) any spent convictions; (ii) ASA investigations which have not been upheld or any informal enquiries from the ASA; or (iii) the disclosure of any regulatory investigation where disclosure is prohibited by confidentiality obligations and would lead to criminal liability by its disclosure.
- 1.7. **“Due Diligence Review”** means a thorough online search on the applicable social platforms or on any other social profile(s) relating to the Talent (or any alias of the Talent) to find any (i) statements, (ii) endorsements (including but not limited to liking or following 3rd party pages and reposting or commenting on 3rd party posts where it is possible to track such activity via an activity log provided by the relevant social platform) and (iii) material in the public domain which have been made by or associated with the Talent.
- 1.8. **“Genuine View”** means an authentic and genuine negative view or opinion from the Talent regarding a L’Oréal Group product regarding that product’s fragrance, texture, functionality or effect.
- 1.9. Together, L’Oréal and its Affiliates will be referred to in this Agreement as the **“L’Oréal Group”**.

2. AGENT’S OBLIGATIONS

- 2.1. The Agent confirms to L’Oréal that:
 - a) It has the authority to act as an agent for the Talent for the purposes of dealings under this Agreement (including, without limitation, to procure that the Talent performs any of the Services or handle any approval and/or co-ordination of the Services with L’Oréal) so that L’Oréal may address any or all notices, requests for attendances or other communications under this Agreement to the Agent; and
 - b) L’Oréal is authorised to accept any notices, acceptances or communications from the Agent on the Talent’s behalf, in their capacity as full and sole representation for the Talent for the purposes of this Agreement; and
 - c) it has been empowered and authorised by the Talent to collect and receive all sums payable by L’Oréal under this Agreement and declares that the receipt by the Agent of any sums payable to the Talent in accordance with this clause will be a good and valid discharge of L’Oréal’s obligations in respect of such sums. L’Oréal will not be responsible nor incur any liability in relation to any dispute that may arise between the Agent and the Talent in relation to the Fee.

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- 2.2. The Agent will comply with all applicable laws, regulations and codes from time to time in force, including but not limited to [ISBA's Influencer Marketing Code of Conduct](#), as updated from time to time.
- 2.3. The Agent will comply with its obligations under clause 5.3 of this Agreement.
- 2.4. References in this Agreement to an obligation of the Talent will be deemed to be an obligation on the Agent and the Service Company to each procure that the Talent fulfils these obligations.
- 2.5. In the event that the Talent or Agent serves on the other a notice of termination of representation (or the Talent and Agent otherwise mutually agree to terminate their relationship), the Agent will notify L'Oréal in writing, using best endeavours to do so as soon as reasonably possible, of the date that such termination of representation will take effect, together with (as applicable) confirmation that either: the Talent will be unrepresented and provide L'Oréal with Talent's direct contact details; or the new agent representative details (company name, agent name, agent email). On receipt of this notice, L'Oréal may, at its discretion, elect to novate the Agreement, terminate in accordance with Schedule 1 Clause 7.1(e) of the Agreement or, where the circumstances require, agree to continue working directly with the Talent. Up to the date that the termination of representation takes effect, the Agent will comply with all of its obligations and will remain liable in accordance with Schedule 1 Clause 4 and, thereafter, the Agent will be automatically released from all its future obligations and liabilities under this Agreement.

3. TALENT'S OBLIGATIONS

- 3.1. The Talent will use his/her best endeavours to promote the interests of L'Oréal and devote such of his/her time as is required to fulfil his/her obligations under this Agreement.
- 3.2. The Talent will ensure that the Services are performed in accordance with industry best practice and that the Deliverables are of a corresponding standard.
- 3.3. In providing the Services, the Talent will comply with, and ensure that any and all Deliverables comply with:
 - a) the instructions detailed in Item 9 of this Agreement;
 - b) all applicable laws, regulations, guidelines and codes (including but not limited to any relevant professional codes of ethics, [ISBA's Influencer Marketing Code of Conduct](#) (as updated from time to time) and/or employee contract obligations);
 - c) the terms and conditions of applicable websites, apps, search engines and/or social platforms as amended from time to time; and
 - d) the Advertising Rules at Schedule 2 and the Charter at Schedule 3 of this Agreement.
- 3.4. Unless requested to do so by L'Oréal (in which case it shall be L'Oréal's responsibility to procure the appropriate license or permission), the Talent must not:
 - a) include any third-party materials (including but not limited to any third-party images, brands, logos, music, symbols etc.) without first having procured permission or a licence in writing from that third-party to use those materials in the Deliverables. The Talent shall be fully responsible for negotiating a licence or permission that allows both the Talent and L'Oréal to use the Deliverables in accordance with the provisions of Item 9 of this Agreement for at least the Usage Period as described in Item 11 of this Agreement. The Talent shall produce a copy of the licence or permission to L'Oréal on request.

The Talent shall additionally:

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- i) at least one (1) month prior to the expiry of such licence/permission usage rights, notify L'Oréal of the forthcoming expiry so that L'Oréal is able to take down the affected Deliverables from their own usage locations described in Item 9 of this Agreement; and
 - ii) on or before the date of expiry of the licence/permission usage rights, delete any Deliverables that feature third party materials from their Own Social Media or Websites or CRM.
- b) make any verbal reference to any persons, places, shows, events, third party products or other concept capable of being protected by intellectual property rights without having obtained permission or a license from the rights holder to do so. The Talent shall ensure that such license or permission allows both the Talent and L'Oréal to use the Deliverables in accordance with the provision of Item 9 of this Agreement for at least the Usage Period as described in Item 11 of this Agreement.

Notwithstanding the above, the Talent may use music from the TikTok Commercial Music Library in TikTok Deliverables only.

- 3.5. The Talent will immediately and permanently remove or amend any non-compliant Deliverables at L'Oréal's reasonable request. Where the Talent is interacting with his/her followers in comments or conversations related to any Deliverables, the Talent will ensure that its responses comply with the Advertising Rules (where relevant) and will not include any additional claim(s) about any Product which have not been previously approved by L'Oréal as part of the Deliverables.
- 3.6. In the process of carrying out the Services, if the Talent is responsible for posting about any prize draw, competition or promotion which is administered by L'Oréal, the Talent will include all minimum terms and conditions for that promotion as directed by L'Oréal. For the avoidance of doubt, where L'Oréal requests that the Talent posts about a prize draw, competition, or promotion as part of the Services, L'Oréal will be responsible for administering such prize draw, competition or promotion unless mutually agreed in writing between the parties.
- 3.7. The Talent will inform L'Oréal of all names, nicknames, aliases and pseudonyms that he/she at any time has been or may be known by, including all previous names (whether or not formally changed by deed poll) on all social platforms and otherwise.
- 3.8. The Talent will comply with its obligations under clause 5.3 of this Agreement.
- 3.9. The Talent will ensure that there are no commitments, conflicts of interest or other circumstances that will prevent or delay the provision of the Services ("**No Show**"). Should there be a No Show for any reason, the Talent will be liable to reimburse L'Oréal for any reasonable losses or costs actually sustained by L'Oréal, as a direct result of the No Show. For the avoidance of doubt, should the No Show be as a result of any bona fide evidenced and documented ill health or injury of either the Talent, their partner or their child, or other exceptional circumstance as reasonable agreed by L'Oréal, this will not constitute a breach of this Agreement provided that the Talent uses all reasonable endeavours to provide as much prior notice to L'Oréal as possible to ensure the mitigation of any losses or costs sustained by L'Oréal.
- 3.10. Intentionally omitted.

4. WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

- 4.1. The Talent warrants to L'Oréal as at the date of this Agreement and on an ongoing basis that:

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- a) the Talent has a genuine social media following on the applicable social platforms as represented to L'Oréal and that he/she has not purchased or otherwise procured fake followers or bots or in any way inflated engagement figures associated with those social platforms (and L'Oréal may from time to time require the Talent to use available tools (whether on a social platform or otherwise) to verify this);
 - b) the Services and Deliverables (save to the extent such Deliverables contain materials provided by L'Oréal ("**L'Oréal Materials**") are and will be his/her original work, and have not been and will not be copied wholly or substantially from any other work or material or any other source;
 - c) if the Talent includes any third-party materials in the Deliverables pursuant to clause 3.4(a):
 - i) the Talent has procured an appropriate licence or permission from the owner of those third party materials to allow the use of such Deliverables by the Talent or L'Oréal in accordance with the Agreement without infringing the rights of any third party;
 - ii) at least one (1) month prior to the expiry of such licence/permission usage rights, the Talent shall notify L'Oréal of the forthcoming expiry so that L'Oréal is able to take down the affected Deliverables from their own usage locations described in Item 9 of this Agreement; and
 - iii) on or before the expiry of the licence/permission usage rights the Talent shall delete any Deliverables that feature third party materials from their Own Social Media or Websites or CRM.
 - d) the Talent has read and understood, and will provide the Services in accordance with, the Advertising Rules at Schedule 2 and the Charter at Schedule 3 of this Agreement and agrees to abide by them during the Term (as well as any other reasonable guidelines provided in writing by L'Oréal);
 - e) the Talent has not previously, and will not at any time (whether on or after the date of this Agreement) make any statement or do anything or conduct himself/herself in a manner that would amount to a Disrepute Event;
 - f) in the event that, during the Term or for the Usage Period, the Talent becomes aware of any Disrepute Event, he/she will notify L'Oréal immediately of the existence and circumstances of the same; and
 - g) there are no commitments, conflicts of interest or other circumstances that will prevent or inhibit the provision of the Services.
- 4.2. L'Oréal warrants to the Talent as at the date of this Agreement and on an ongoing basis that the L'Oréal Materials and any claims approved by L'Oréal to be included in the Deliverables, when used in accordance with this Agreement, will not infringe any third party rights, will comply with applicable laws and be truthful and accurate in all material respects.
- 4.3. L'Oréal warrants to the Talent that L'Oréal will not, at any time, criticise, denigrate, disparage or ridicule the Talent. Furthermore, in the event that the Talent (acting reasonably) has legitimate concerns with any activity or other work for reasons which could include but not be limited to a breach of the Charter, or a disparity of values between Talent and L'Oréal or legitimate concerns about Talent's image in relation to the specific activity, the parties shall (notwithstanding any other remedy available in this Agreement) discuss the issues and attempt to find a solution.
- 4.4. The Agent will indemnify and hold L'Oréal harmless against any and all losses, damages, liabilities, costs (including reasonable legal costs and expenses) that L'Oréal suffers or incurs as a result of, or in

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connection with, any breach by the Agent and/or the Talent of this Agreement. At the request of L'Oréal and at the Agent's own expense, the Agent and/or the Talent will provide all reasonable assistance to enable L'Oréal to resist any claim, action or proceedings brought against L'Oréal as a consequence of any such breach or claim.

- 4.5. Neither party's total liability to the other under or in connection with this Agreement will exceed £500,000 (five hundred thousand pounds). Nothing in this Agreement will limit either party's liability that cannot legally be limited, such as liability for death or personal injury caused by its negligence, fraudulent misrepresentation or fraud.
- 4.6. If a payment due from the Agent or Talent under this clause is subject to tax (whether by way of direct assessment or withholding at its source), L'Oréal will be entitled to receive from the Agent or Talent (as relevant) such amounts as will ensure that the net receipt, after tax, to L'Oréal in respect of the payment is the same as it would have been were the payment not subject to tax.

5. CHANNEL REVIEWS, DUE DILIGENCE AND DATA PROTECTION

- 5.1. L'Oréal and Agent will comply with all applicable provisions of the General Data Protection Regulation (EU) 2016/679 as amended by the Data Protection Act 2018, both as may be amended or superseded from time to time (together the **"Data Protection Laws"**).
- 5.2. L'Oréal may hold or otherwise process personal data and special categories of personal data (as defined in the Data Protection Laws) relating to the Talent, for legal, administrative, management and commercial purposes in accordance with the Data Protection Laws.
- 5.3. To ensure alignment between the Talent and the Charter:
 - a) the Talent must:
 - i) prior to signature of this Agreement, conduct the Due Diligence Review and check if he/she is the subject of any Disclosable Incident and disclose any Adverse Findings or Disclosable Incidents to L'Oréal and the Agent at least four (4) weeks in advance of (or otherwise agreed between the parties in writing) the earlier of (i) the signature of this Agreement or (ii) the date the first Services are due to commence; and
 - ii) during the Term and for the Usage Period, notify L'Oréal and the Agent immediately upon becoming aware of any Disrepute Event or subject to any Disclosable Incident.
 - b) the Agent must:
 - i) prior to signature of this Agreement, conduct the Due Diligence Review and disclose any Adverse Findings to L'Oréal at least four (4) weeks in advance of (or otherwise agreed between the parties in writing) the earlier of (i) the signature of this Agreement or (ii) the date the first Services are due to commence; and
 - ii) during the Term, conduct the Due Diligence Review on a regular basis (at least once per month) and disclose; and
 - iii) during the Term and for the Usage Period, notify L'Oréal immediately upon becoming aware of any Disrepute Event.
- 5.4. The Agent and Talent acknowledge(s) and understand(s) that in addition to clause 5.3, L'Oréal may, prior to entering into this Agreement and from time to time thereafter, conduct its own due diligence and channel reviews, including social media screenings, in respect of the Talent, to ensure consistency between the Charter and the Talent's brand values.
- 5.5. The Agent and Talent understand(s) that dependent upon the disclosure, notification or outcome (as applicable) of such due diligence and channel reviews under clauses 5.3 and 5.4, L'Oréal may, at its sole

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discretion: (i) determine that the Agent and/or Talent must take remedial actions to re-align their brand values with the Charter; or (ii) decide not to proceed or continue with this Agreement due to a lack of alignment between the Charter and the Talent's brand values; or (iii) to take any other such other action as permitted by this Agreement.

- 5.6. L'Oréal will treat all Talent personal data as confidential, and will implement appropriate technical and organisational measure to protect such personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such data that is transmitted, stored or otherwise processed in accordance with the Data Protection Laws.
- 5.7. Any Talent personal data that are processed pursuant to this Agreement will only be retained by L'Oréal for as long as is reasonably necessary or to meet L'Oréal's commercial or legal obligations. Full details of how L'Oréal handles Talent's personal data and the Talent's rights are described in [L'Oréal's Privacy Policy for our Talent Partners \(Including Influencers\)](#) which may be amended from time to time.

6. CONFIDENTIALITY

- 6.1. The Agent and Talent acknowledge(s) that they will obtain information in confidence about L'Oréal (whether disclosed before, during, or after the date of this Agreement), including but not limited to information relating to L'Oréal's business affairs and/or the Product(s), finances, customers, suppliers, employees, products, marketing or advertising and commercial interests (the "**L'Oréal Confidential Information**"). L'Oréal acknowledges that it will obtain information in confidence about the Talent and Agent (whether disclosed before, during, or after the date of this Agreement), including but not limited to information relating to the Talent and the Agent's business affairs and commercial interests (the "**Talent and Agent Confidential Information**"). Together the L'Oréal Confidential Information and the Talent and Agent Confidential Information are the "**Confidential Information**". The Confidential Information specifically includes the existence and contents of this Agreement, all information relating to this Agreement and the Services (including the details and circumstances of termination) and all details of conversations and communications that the Agent and/or the Talent has had with L'Oréal prior to entering into this Agreement.
- 6.2. Each party undertake(s) that they will at all times keep and treat the Confidential Information as strictly confidential (including by applying adequate measures to safeguard the Confidential Information and any reasonable security measures proposed by L'Oréal from time to time) and will not, at any time, whether prior, during or after the date of this Agreement disclose, publish, or cause to be published, whether directly or indirectly, verbally, in writing or in any other form, to any third party any Confidential Information without the prior written consent of the other party, other than that strictly connected with fulfilment of the role under this Agreement.
- 6.3. Any party may disclose the Confidential Information to the minimum extent required by any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction or any applicable laws or regulations.
- 6.4. In the event that any party discloses the Confidential Information to their employees or representatives or any other individuals as is necessary to perform its obligation under this Agreement, or realise the benefits of this Agreement, it is incumbent upon that party to ensure that any such individuals are informed of the confidential nature of the Confidential Information and to procure they comply with the confidentiality obligations in this clause as if they were the contracting party.

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- 6.5. The Talent acknowledges that he/she is obliged by this Agreement to be mindful of his/her off and online activities to comply with the express and implied obligations of confidentiality contained in this Agreement.
- 6.6. If any party become(s) aware of any unauthorised disclosure or leak of the Confidential Information, it will immediately notify the other parties.
- 6.7. The obligations set out in this clause will not apply to Confidential Information which is, or becomes, generally available to the public, other than as a direct or indirect result of the information being disclosed by that party in breach of this Agreement, or was already lawfully known to that party before it was disclosed.
- 6.8. The termination of this Agreement for any reason will not affect the obligations set out in this clause.

7. TERMINATION AND REMEDY

- 7.1. L'Oréal may terminate this Agreement immediately upon written notice:
 - a) if the Talent fails to produce the Deliverables in accordance with this Agreement;
 - b) if the Services are not performed to L'Oréal's reasonable satisfaction;
 - c) if the Talent is in breach of any provision of this Agreement and has failed to remedy the breach (if such breach is remediable in the reasonable opinion of L'Oréal and, for the avoidance of doubt, any breach of the Charter is not remediable) within 24 hours of being advised by L'Oréal to do so;
 - d) if the Talent makes any statement or takes part in any activities (before or during the Term) or provides the Services in any manner which is, or is likely to, amount to a Disrepute Event ; or
 - e) for any other reason provided that 30 calendar days' notice is provided to the Talent.
- 7.2. This Agreement will terminate automatically if the Talent is unable to perform the Services hereunder, as this is for personal services carried out by the Talent.
- 7.3. Talent may terminate this Agreement immediately upon written notice if L'Oréal is in breach of any provision of this Agreement and has failed to remedy the breach (if such breach is remediable) within 48 hours of being advised by Talent to do so.
- 7.4. If this Agreement is terminated in accordance with clause 7.1(d) above, L'Oréal reserves its right to claw-back a reasonable proportion of the Fee paid to the Talent, as reasonably determined by L'Oréal.
- 7.5. Subject to clause 7.4 above, in the event of the termination of this Agreement pursuant to this clause 7:
 - a) all further rights and obligations of the parties will cease immediately other than any accrued rights and obligations at the date of termination, however, the obligations in relation to Item 10 (Usage Locations), Item 11 (Usage Period), Clause 4 (Warranties, Indemnities and Limitation of Liability, Clause 6 (Confidentiality) and Clause 11 (Governing Law and Jurisdiction) will remain in full force and effect; and
 - b) any outstanding pro rata amount of the Fee (to be determined at L'Oréal's discretion) which is owed to the Talent in respect of Services already successfully completed and Deliverables to be used at the date of termination, will be paid by L'Oréal to the Agent in accordance with Item 6 (Payment) above.

8. FORCE MAJEURE

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- 8.1. For the purposes of this Agreement, “**Force Majeure Event**” will mean in relation to either party, any event outside the affected party's reasonable control including, but not limited, to:
 - a) an act of God, fire, earthquake, drought, flood, collapse of buildings, extremely abnormal weather conditions or other natural disaster;
 - b) government or public authority action or law, war, threat of or preparation for war, armed conflict, civil commotion or riot, explosion, terrorism, illegal strike or contamination;
 - c) epidemic or pandemic; or
 - d) a bona fide and documented health problem in respect of the Talent.
- 8.2. No party will be deemed to be in breach of this Agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this Agreement, if and to the extent that the delay or non-performance is due to a Force Majeure Event, provided that the party claiming a Force Majeure Event:
 - a) could not have avoided the effect of the Force Majeure Event;
 - b) has taken reasonable steps to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and
 - c) has promptly given written notice to the other party of the circumstances giving rise to the Force Majeure Event.
- 8.3. Upon receipt of the notice referred to in clause 8.1(c) by the non-claiming party, the parties will enter into bona fide good faith negotiations and will use all reasonable endeavours to agree upon such alternative arrangements as may be fair and reasonable with a view to alleviating the effects of the Force Majeure Event, but if they do not agree within a period of seven (7) days the non-claiming party may be entitled to terminate. If the Force Majeure Event prevails for a continuous period in excess of one month, the non-claiming party is entitled to terminate the Agreement immediately. Neither party will be liable to the other in respect of termination of the Agreement due to the Force Majeure Event save in respect of rights and liabilities that have accrued prior to such termination.

9. INADEQUACY OF DAMAGES

The Agent and the Talent agree(s) that monetary damages may not be a sufficient remedy if they are in breach of their obligations under this Agreement and they agree that L'Oréal may seek equitable relief (including injunctions and specific performance) for any threatened or actual breach of the terms of this Agreement.

10. MISCELLANEOUS

- 10.1. No variation of this Agreement will be effective unless made in writing and signed by all parties.
- 10.2. This Agreement represents the entire agreement between the parties in respect of the matters contained therein and supersedes and replaces any prior agreement, understanding or arrangement between the parties. Each party acknowledges that in entering into this Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this agreement or not) other than as expressly set out in this Agreement. Without prejudice to the foregoing, the only remedy available to a party in respect of a breach of any representation which is incorporated in this Agreement will be for breach of contract. Nothing in this clause will operate to limit or exclude any liability for fraud.

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- 10.3. L'Oréal will be entitled to licence or assign any of its rights, benefits and interests in or under this Agreement to any of its Affiliates. Neither the Agent nor the Talent will subcontract, assign or otherwise transfer any obligations under this Agreement.
- 10.4. Nothing in this Agreement will have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
- 10.5. Any notices to be given by either party to the other under this Agreement will be in writing and will be sent to the address of the recipient as set out in this Agreement or such other address as the recipient may designate by notice given in accordance with this clause (and in the case of L'Oréal, with a copy for the attention of The Company Secretary, Legal Department) by hand or by pre-paid first class post or commercial courier. Any such notice if delivered personally will be deemed to have been served on delivery, if delivered by pre-paid first class post at 9am on the second business day after posting and if by commercial courier at the time the courier's delivery receipt is signed.
- 10.6. Failure or partial failure by L'Oréal to enforce at any time and/or for any period any one or more of the provisions of the Agreement will not be a waiver of them or of their respective right at any time subsequently to enforce them.
- 10.7. If any provision of the Agreement is held to be invalid, illegal or unenforceable for any reason, it will be severed from the Agreement that will be construed as if such provision had not been contained and will in no way affect the validity of the remainder of the Agreement.
- 10.8. No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement and the parties may exercise, without the consent of any third party, any rights they may have to amend or rescind this Agreement.
- 10.9. The Agreement may be executed in counterparts, each of which when executed and delivered will constitute an original of this Agreement, but all the counterparts will together constitute the same Agreement. No counterpart will be effective until each party has executed at least one counterpart. The Agreement may be translated into various languages, provided however that the English version of the Agreement will prevail over any translation.
- 10.10. This Agreement is non-exclusive (other than as set out in Item 15, 17 and/or Schedule 4, as applicable) and does not prevent or restrict L'Oréal from entering into similar or different agreements with third parties. L'Oréal makes no representation that the terms of this Agreement are similar to or the same as the terms of any other agreement it has entered or may enter into with any third party.
- 10.11. L'Oréal will comply with all applicable laws, regulations and codes from time to time in force, including but not limited to [ISBA's Influencer Marketing Code of Conduct](#), as updated from time to time.

11. RELATIONSHIP BETWEEN THE PARTIES

- 11.1. Each party to this Agreement is acting herein as an independent contractor. This Agreement will not be deemed to create or constitute any employment, joint-venture, partnership or agency relationship between L'Oréal and the Talent nor between L'Oréal and the Agent. The Agent will not, and will procure that the Talent will not, hold itself out as being an officer, employee or agent of L'Oréal or its Affiliates. This Agreement will not be deemed to authorise any party to make or enter into any commitments for or on behalf of any other party

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- 11.2. The Talent and Agent each acknowledges and agrees that it has no authority to legally bind L'Oréal and that it has not been appointed and is not the agent of L'Oréal for any purpose. The Talent and Agent each agrees that it shall not make to anyone any representation or commitment about L'Oréal, any relevant e-commerce website or any of the products or services available to be bought on any relevant e-commerce website.
- 11.3. For the purposes of this clause 11, and without prejudice to clause 7.5, in no event shall L'Oréal on expiry or termination of this Agreement be liable for any indemnity, reimbursement or compensation payments, or have any other liability for loss or damages resulting from the expiration or termination of this Agreement or for any claim of a similar nature.

12. GOVERNING LAW AND JURISDICTION

- 12.1. This Agreement and the rights and obligations of the parties including all non-contractual obligations arising under or in connection with this Agreement will be governed by and construed in accordance with the laws of England and Wales.
- 12.2. The parties irrevocably submit to the exclusive jurisdiction of the courts of England in respect of any claim, dispute or difference arising out of or in connection with this Agreement and/or any non-contractual obligation arising in connection with this Agreement.

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SCHEDULE 2 ADVERTISING RULES

1. UK Code of Non-broadcast Advertising, Sales Promotion & Direct Marketing (CAP Code) including but not limited to:

(i) the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (the “CAP Code”); (ii) guidance and advice from the Committee of Advertising Practice and the Broadcast Committee of Advertising Practice; (iii) adjudications by the Advertising Standards Authority (the “ASA”), (as updated from time to time:

Rule 1.1 and 1.5 of the CAP Code requires that advertisers are legal, decent, honest and truthful and that they do not bring advertising into disrepute.

Rules 2.1, 2.3 and 2.4 of the CAP Code and CAP’s Helpline on Video Blogs: Scenarios require in particular that marketing communications must be obviously identifiable as such in order to not mislead consumers. The Talent must disclose his/her relationship with L’Oréal when performing the Services, by prominently including identifiers such as #ad/#AD/#advert/#advertisement/AD/ad/advert/advertisement at the beginning of any Posts before a consumer engages with them; and

Rule 3.1 of the CAP Code requires that marketing communications must not materially mislead or be likely to do so.

2. Competition & Markets Authority including but not limited to:

any guidance issued by the Competition and Markets Authority as updated from time to time, including the Report on Online Reviews and Endorsements dated 19 June 2015 which requires that bloggers and online publications should ensure that any content published on their sites for which payment has been received (whether financial or otherwise) is clearly identifiable to readers/viewers as paid-for content and the Open Letter to Online Publishers and Bloggers dated 4 April 2016 which reminds bloggers and online publishers of their disclosure obligations.

3. Internet Advertising Bureau Guidelines including but not limited to:

IAB-ISBA Guidelines on the Payment for Editorial Content to Promote Brands within Social Media as updated from time to time which requires a blogger to disclose that he/she has received payment from a brand in the body of blog posts which are paid for, in a way which is clear and transparent to the reader.

4. Consumer Protection Regulations including but not limited to:

the Consumer Protection from Unfair Trading Regulations 2008 and any other UK laws, statutes and regulations which are directly applicable to the protection of consumers (including where consumers engage online) as updated from time to time.

5. Content Standards

5.1 All Services and Deliverables must:

- 5.1.1. Be accurate (where they state facts);
- 5.1.2. Be genuinely held (where they state opinions); and
- 5.1.3. Comply with applicable law in the UK and Ireland and in any other country from which they may be posted.

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5.2 The Services and Deliverables must not:

- 5.2.1 Contain any material which is defamatory of any person or entity;
- 5.2.2 Contain any material which is obscene, offensive, hateful or inflammatory;
- 5.2.3 Promote sexually explicit material;
- 5.2.4 Promote violence;
- 5.2.5 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 5.2.6 Infringe any copyright, database right, trademark or any other intellectual property right(s) of any other person or entity;
- 5.2.7 Be likely to deceive any person;
- 5.2.8 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 5.2.9 Promote any illegal activity;
- 5.2.10 Be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- 5.2.11 Be likely to harass, upset, embarrass, alarm or annoy any other person;
- 5.2.12 Be used to impersonate any person, or to misrepresent the Talent's identity or affiliation with any person;
- 5.2.13 Give the impression that they originate from or were created by L'Oréal;
- 5.2.14 Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement, computer misuse or offences under the Communications Act 2003, Malicious Communications Act 1988 or the Bribery Act 2010; and
- 5.2.15 Make any text, audio or visual claim (including through the use of photo editing, filters, retouching or other post production techniques) about any Product or its performance or benefits which (a) have not been objectively substantiated (in accordance with the Scientific Standards set out in this Schedule), or (b) misleadingly exaggerate the effect the Product is capable of achieving.

6. Scientific Standards

Section 1:

Further to point 1.2.15 above, please find below examples of the types of claims that would not be considered acceptable for any content on the Product(s), including but not limited to the following:

Non-cosmetic claims:

I. Medical claims:

The Product(s) cannot:

- Treat/Heal
- Cure
- Prevent
- Repair
- Regulate
- Correct

The Product(s) cannot provide:

- An anti-inflammatory action
- Anti-bacterial/Anti-fungal properties
- A deep action in the skin

II. Medical conditions/symptoms:

The Product(s) cannot have an action, other than concealing (where relevant) for makeup products, on medical conditions/symptoms:

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- Acne/spots/red spots/white spots
- Eczema/Dermatitis/Psoriasis
- Puffiness (Oedema)
- Redness (Rosacea)
- Dark circles
- Pigmentation
- Scars
- Burns/Sunburn/Cancer
- Burning/Stinging/Swelling
- Hair loss
- Slimming/body contouring

Non-established cosmetic claims

The Product(s) cannot be described as “revolutionary”, “breakthrough”, “ground-breaking” or “game changing”.

Denigratory claims:

The Services and Deliverables must not contain any material which is defamatory of any person, object or competitor product.

Cumulative claims:

The benefits of the Product(s) cannot improve over extended and persistent use. Therefore the benefits of the Product(s) should be assessed over the course of one day. References can however be made to the time period where the Product(s) has/have been used daily for example “I have used the Product(s) this whole week”. The benefits cannot improve over time - benefits seen on day 1 versus day 7. For example “after 1 week, my skin/hair looks...”

The only acceptable time-related claims are:

- Lasts x hours (8, 12, 24, 48 etc depending on performance of the Product(s))
- Lasts all day

Recommendations outside the standard usage instructions of the Product(s):

The Product(s) cannot be recommended to be applied or used outside of the usage instructions provided on the packaging of the Product(s).

Section 2:

All Services and Deliverables must be accurate (where they state facts) and be genuinely held (where they state opinions).

For commonly accepted skin concerns that the Product(s) can target, the claims must be qualified with words such as “looks/feels” to clearly explain that the benefits are temporary/superficial actions that can be seen and felt. Please find a non-exhaustive list of examples in the table below:

Non-acceptable claim	Acceptable claim
Blemishes are gone	Blemishes look/appear reduced
Imperfections are reduced	Imperfections look reduced
Pores are smaller	Pores look/appear minimised/reduced
Pores have disappeared	Pores look as if they’ve disappeared

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Skin is smoother	Skin looks smoother
Skin is softer/suppler	Skin feels softer/suppler
Skin texture is refined	Skin texture looks refined
Skin is clearer	Skin looks clearer
Skin tone is more even	Skin tone looks more even
Shine/oil/grease is gone	Shine looks reduced/shine has disappeared
Blackheads have vanished	Blackheads look reduced
Hair is thicker	Hair looks thicker
Hair is stronger	Hair feels stronger
Split ends disappear	Split ends look sealed
Natural/healthy glow	Natural/healthy looking glow

Ingredient claims:

It is not permissible to link a product result to a specific ingredient within the Product(s). The product results must be due to the formula as a whole. Please find a non-exhaustive list of examples in the table below:

Non-acceptable claim	Acceptable claim
Shampoo contains aloe vera to soothe the feel of the scalp.	Shampoo contains aloe vera and it soothes the feel of the scalp. The shampoo, enriched with/containing aloe vera, soothes the feel of the scalp.
The cream contains retinol which is known to reduce the appearance of wrinkles	The cream contains retinol and it reduces the appearance of wrinkles The cream, containing retinol, reduces the appearance of wrinkles

The only specific ingredients which can be linked to product results are:

- Glycerin can be linked to skin hydration
- Pigments in makeup can be linked to coverage
- Salicylic acid can be linked to exfoliation
- Silica or other mattifying agents can be linked to matte effect/sebum absorption

Superiority/favourite/preferred claims:

All Services and Deliverables must be genuinely held (where they state opinions). Any best in class claims must be stated as an opinion (genuinely held), for example “the best product **I have used**” or “**In my opinion**, this is the best product for x, y, z”. Specific product results cannot be compared to other products; for example “my hair is cleaner when I use this shampoo than when I use competitor x’s shampoo”.

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SCHEDULE 3 L'ORÉAL TALENT & INFLUENCER VALUES CHARTER

Having talent and influencers work with our brands is a great way for us to build closer relationships with our consumers in the UK.

The talent and influencers we work with reflect on us as a company, and working with L'Oréal puts them under additional scrutiny from the public and media. As such, finding influencers who share and reflect our values is a responsibility that's very important for everyone involved.

This charter outlines the principles that guide everything we do at L'Oréal. We seek to reflect these values in every aspect of the way we work, including through our partnerships with talent and influencers.

Beauty For All

Central to L'Oréal is the fundamental belief that beauty is for all. We are passionate about beauty, and believe it helps our customers all over the world value, assert and love themselves.

Above all, we firmly believe that there is no single and unique model of beauty. Beauty is wonderfully diverse. Beauty comes in all shapes and sizes, and we respect the differences in cultures, customs, personalities, hair and skin types, and beauty routines of our customers in every part of the world.

This belief is at the heart of everything we do, and we will only seek to work with talent and influencers who share our commitment to respect, tolerance and inclusion.

Ways of working

Our beauty for all mission guides everything we do. Working with talent and influencers, through our combined reach and engagement, we want to share and embody these positive, inclusive values and bring them to life for consumers, both through our official campaigns and the publicity we attract on an everyday basis.

Those who sign with one of our brands can find themselves thrust into the spotlight in a very positive way – but they can also find themselves the subject of unwanted attention and increased scrutiny which they may not have faced before, and may not be prepared for.

We strongly feel that we have a duty of care to identify and notify talent and influencers of anything that we think could subject them to unwelcome media or public attention, because of them stepping further into the public spotlight through their relationship with L'Oréal. This includes historic comments and material that could be perceived as being at odds with the universal values outlined above.

We expect talent and influencers who sign contracts with us to embody our values of respect, tolerance and inclusion, both in the course of their work with us and in their wider personal and professional life.

L'Oréal is an apolitical organisation. We do not take a position on religious or political issues and we respect individuality and freedom of expression. However, we will be unable to collaborate with partners whose behaviour, actions or comments are incompatible with our universal values, as outlined above. This includes, but is not limited to, racism, homophobia, misogyny, religious intolerance, bullying or aggressive behaviour towards others, explicit material, violence and extremism, or criminal activity. In the event that such behaviour, either current or historical, comes to light before, during or after our partnership, then this will mean that our collaboration would need to come to an end.

In signing this Agreement, you agree that you have read this carefully and are aligned with the universal values set out in this charter. If you would like to discuss them at any point, please reach out to the L'Oréal contact as set out in this Agreement.

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SCHEDULE 4 - Intentionally omitted.

[Signature page follows]

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All parties agree to comply with the obligations set out in this Agreement, including the Schedules that form part of this Agreement.

Signed for and on behalf of L'Oréal (UK) Ltd

Signed by:

ED1545ADEC284AA...
Name: Irene HUNLEDE

Title: Head of Finance Kiehl's & Urban Decay

Date: 25/9/2024

Signed by the Talent


DocuSigned by:

959D4830F50949B...
Name: Michele Manteaw

Title: Digital creator

Date: 3/9/2024

Signed for and on behalf of Agent (if applicable)

Signed by:

176EBDQF9BF2476...
Name: Lucy Stewart-Adams

Title: Junior Talent and Operations Manager

Date: 2/9/2024