

## **USER-GENERATED CONTENT ARTIST (UGC ARTIST) AGREEMENT (the "Agreement")**

This agreement is between Behuman Advertising Limited (hereafter "beHuman" or "The Client") and The Talent (hereafter referred to as "UGC Artist").

### **Background**

- A. The Client is of the opinion that the UGC Artist has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The UGC Artist is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the UGC Artist (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### **Services Provided**

1.1 The Client hereby agrees to engage the UGC Artist to provide the Client with the following services (the "Services"):

- Film to a high standard and hand over raw footage for use within paid media videos within 1-3 days of receiving the product or brief.
- Footage must be shot in vertical, either on a smartphone or on a high-quality video camera, utilizing high quality-video settings.
- During filming, the UGC Artist must be well lit, using either natural lighting or any of The UGC Artist's own lighting equipment.
- If required by the Client, provide revised versions of footage, within 1-3 working days

1.2 The Services will also include any other tasks which the Parties may agree on. The UGC Artist hereby agrees to provide Services to the Client, as detailed below:

3x Paid Ad Video Brief, 6 x Additional Hooks, Raw Files

1.3 If the above services are not provided payment will be held until the point in which they are.

### **Term of Agreement.**

2.1 The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

2.2 In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 days' written notice to the other Party.

2.3 In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

2.4 This Agreement may be terminated at any time by mutual agreement of the Parties.

2.5 Except as otherwise provided in this Agreement, the obligations of the UGC Artist will end upon the termination of this Agreement.

### **Performance**

3.1 The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

4.1 Except as otherwise provided in this Agreement under clause 5.1, all monetary amounts referred to in this Agreement is in GBP.

### **Payment**

5.1. The UGC Artist will charge the Client for the Services at a rate of ..... (the "Payment"). \$900 USD

5.2 All payments will be made within 30 working days of the Client receiving invoice from UGC Artist, excluding UK bank holidays and weekends.

5.3 The UGC Artist will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the UGC Artist will indemnify the Client in respect of any such payments required to be made by the Client.

5.4 If the terms outlined in 1.1 are not fully met the client has the right to withhold payment.

### **Reimbursement of Expenses**

6.1 The UGC Artist will be reimbursed from time to time for reasonable and necessary expenses incurred by the UGC Artist in connection with providing the Services.

6.2 All expenses must be pre-approved by the Client.

### **Confidentiality**

7.1 Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

7.2 The UGC Artist agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the UGC Artist has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

### **Ownership of Intellectual Property**

8.1 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

8.2 The Client grants permission to The Talent to use the work product as part of portfolios and websites, in galleries, and in other media, so long as it is to showcase the work and not for any other purpose. The Client does not give permission to sell or otherwise use the work product to make money or for any other commercial use. The Customer is not allowed to take back this license, even after the Contract ends.

8.3 The UGC Artist grants complete usage rights to The Client for ~~90 Days~~ <sup>90 Days</sup>.... from the date this agreement is signed. The Client will not continue to use assets provided by The UGC Artist after stated time, unless agreed in advance between the parties.

### **Return of Property**

9.1 Upon the expiry or termination of this Agreement, the UGC Artist will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

9.2 If it is no longer possible for the UGC artist to return the property, documentation, records, or Confidential Information the UGC artist will be required to reimburse any loss of income to the client.

### **Capacity/Independent UGC Artist**

10.1 In providing the Services under this Agreement it is expressly agreed that the UGC Artist is acting as an Independent Contractor and not as an employee. The UGC Artist and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

10.2. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following Addresses:

a. BeHuman Advertising Limited, The Stables, The Maltings, Hull HU1 3HA

b. or to such other addresses as either Party may from time to time notify the other.

Indemnification

10.3 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Modification of Agreement**

11.1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

### **Time of the Essence**

12.1 Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

13.1 The UGC Artist will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### **Entire Agreement**

14.1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

By signing this agreement, you agree to all terms laid out in this agreement.

Signed by Josh Hedges on behalf of Behuman Advertising Limited

*Josh Hedges*





Name Savannah Shaw .....

Signature *Savannah Shaw* .....

Date 20 / 02 / 2025 .....

Title	2025 UGC Agreement
File name	UGC_ARTIST_AGREEMENT_-_02_25.pdf
Document ID	33e48a990e9b8495fe7c9c49af389a815305340e
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document history

 SENT	<b>20 / 02 / 2025</b> 09:25:42 UTC	Sent for signature to Savannah Shaw (ugcbysav699@gmail.com) from mike@behuman.agency IP: 87.102.39.52
 VIEWED	<b>20 / 02 / 2025</b> 19:24:20 UTC	Viewed by Savannah Shaw (ugcbysav699@gmail.com) IP: 70.173.140.79
 SIGNED	<b>21 / 02 / 2025</b> 03:14:47 UTC	Signed by Savannah Shaw (ugcbysav699@gmail.com) IP: 70.173.140.79
 COMPLETED	<b>21 / 02 / 2025</b> 03:14:47 UTC	The document has been completed.