

CLOTHING AND MAKEUP SPONSOR AGREEMENT

BETWEEN:

B4Battle LTD

International House, 50 Essex Street
London, United Kingdom WC2R 3JF
("the Company")

AND:

Santorini, Greece

ΑΦΜ: _____

Represented by: _____
("the Sponsor")

1. PURPOSE AND EVENT DESCRIPTION

This Clothing and Makeup Sponsor Agreement ("Agreement") establishes the terms and conditions under which the Sponsor will serve as the official [Clothing/Makeup] Sponsor for the "Island Influence" event ("the Event") taking place in Santorini, Greece from May 15-18, 2025, organized by B4Battle LTD in collaboration with Volkan Enterprises.

The Event is a 3-day competition bringing together 8-10 TikTok influencers to compete in a series of online and offline challenges, creating content on new TikTok accounts while also producing sponsor-focused content on their established main social media accounts.

2. TERM

2.1 This Agreement commences on the date of signature and continues until 60 days after the conclusion of the Event, unless terminated earlier in accordance with this Agreement.

2.2 Post-Event obligations related to content usage, promotion, and confidentiality shall survive the termination of this Agreement as specified herein.

3. SPONSOR DESIGNATION

3.1 The Sponsor shall be designated as the "Official [Clothing/Makeup] Sponsor" of the Event.

3.2 The Sponsor shall have category exclusivity in the [clothing/makeup and beauty] sector.

3.3 The Sponsor shall be featured as a Gold Tier Sponsor in all Event materials.

4. SPONSOR CONTRIBUTIONS

The Sponsor agrees to provide the following in-kind contributions:

4.1 [Clothing Sponsor Contributions]

- a. Complete wardrobe for all 8-10 influencers throughout the 3-day event;
- b. Minimum 3 outfit changes per day per influencer (morning, afternoon, evening);

- c. Additional outfits for special events (yacht experience, nightclub celebration);
- d. Backup options to accommodate preferences and sizing needs;
- e. Weather-appropriate alternatives;
- f. Clothing categories including:
 - a. Casual daywear for content creation sessions
 - b. Active/athletic wear for challenges
 - c. Evening/formal attire for ceremonies and celebrations
 - d. Swimwear for beach/yacht content
 - e. Accessories (jewelry, hats, bags, sunglasses)
 - f. Footwear appropriate for all activities
 - g. Custom-branded merchandise for challenges and prizes
- g. On-site stylist(s) throughout the event;
- h. Daily styling sessions for all influencers;
- i. Quick-change support during challenges;
- j. Outfit planning and coordination with production schedule;
- k. Emergency alterations and adjustments.

4.1 [Makeup Sponsor Contributions]

- a. Full team of professional makeup artists and hair stylists;
- b. Daily makeup application for all 8-10 influencers;
- c. Continuous touch-ups throughout filming;
- d. Special looks for challenges and events;
- e. Hair styling services throughout the event;
- f. Emergency beauty solutions as needed;
- g. Complete makeup kit for each influencer;
- h. All skincare products for morning/evening routines;
- i. Hair care and styling products;
- j. Beauty tools and accessories;
- k. Sun protection appropriate for Santorini climate;
- l. Custom beauty products for challenges and prizes.

4.2 Contribution Schedule

- a. The Sponsor shall provide a detailed inventory of all items to be provided at least 14 days before the Event;
- b. The Sponsor shall deliver all products to the Event location at least 24 hours before the Event begins;
- c. The Sponsor shall ensure staff arrive at least 24 hours before the Event for preparation and coordination;
- d. The Sponsor shall maintain adequate supplies throughout the Event.

4.3 Contribution Value

- a. The total estimated value of the in-kind contributions is _____;
- b. This value shall be used for accounting and promotional purposes only;
- c. No monetary payment is required from the Sponsor.

5. COMPANY OBLIGATIONS

The Company agrees to provide the following to the Sponsor:

5.1 Branding and Visibility

- a. Logo placement on all Event materials, including:
 - a. Official Event website
 - b. Social media graphics
 - c. Promotional videos
 - d. Printed materials
 - e. Event signage
 - f. Digital content
- b. Verbal mentions in Event videos and content;
- c. Branded elements in Event locations;
- d. Sponsor logo in credits of all TV show episodes;
- e. Dedicated signage at styling/makeup area.

5.2 Content Integration

- a. Dedicated segment in one TV show episode featuring the Sponsor's products and services;
- b. "Get ready with me" content featuring the Sponsor's products;
- c. Behind-the-scenes styling/makeup content;
- d. Product placement in all content;
- e. Styling/beauty transformation segments.

5.3 Influencer Content

- a. Guaranteed content on influencers' established main accounts featuring Sponsor;
- b. Sponsor featured in [30%] of all main account content;
- c. "Outfit of the day" features on influencers' main accounts;
- d. Beauty transformation content on influencers' main accounts;
- e. Tutorial-style content featuring Sponsor products.

5.4 Content Rights

- a. Professional photography and videography of all Sponsor products in use;
- b. License to use all Event content featuring Sponsor for Sponsor's marketing purposes;
- c. Custom content package for Sponsor's post-Event use;
- d. Before and after transformation content.

5.5 Hospitality and Access

- a. VIP access for Sponsor representatives to all Event activities;
- b. Opportunity for Sponsor representatives to appear on camera;
- c. Exclusive behind-the-scenes access during production;
- d. Invitation to post-Event celebration.

6. CONTENT OWNERSHIP AND RIGHTS

6.1 Event Content

- a. All content created during the Event shall be owned by the Company;
- b. The Sponsor shall receive a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, and display Event content featuring Sponsor's products, services, or representatives for promotional purposes;

- c. The Sponsor shall not use Event content in a manner that misrepresents the Event or damages the reputation of the Company or participants;
- d. The Sponsor shall credit the Company when using Event content.

6.2 Sponsor Content

- a. Content created specifically for the Sponsor as part of the sponsorship package shall be jointly owned by the Company and the Sponsor;
- b. Both parties may use such content without restriction;
- c. Neither party shall grant exclusive rights to such content to any third party.

6.3 Sponsor Marks

- a. The Sponsor grants the Company a limited license to use Sponsor's name, logo, and trademarks in connection with the Event;
- b. The Company shall follow Sponsor's brand guidelines when using Sponsor marks;
- c. This license expires 60 days after the Event, except for use in archival content.

6.4 Company Marks

- a. The Company grants the Sponsor a limited license to use the Event name, logo, and related marks in connection with promoting Sponsor's participation in the Event;
- b. The Sponsor shall follow the Company's brand guidelines when using Event marks;
- c. This license expires 60 days after the Event, except for use in archival content.

7. CONFIDENTIALITY

7.1 The Sponsor shall maintain confidentiality as specified in the separate Non-Disclosure Agreement, which is incorporated by reference into this Agreement.

7.2 The confidentiality obligations shall survive the termination of this Agreement.

8. EXCLUSIVITY

8.1 The Company shall not enter into sponsorship agreements with competitors of the Sponsor in the [clothing/makeup and beauty] sector for this Event.

8.2 The Sponsor shall not sponsor similar influencer competition events in Santorini for 30 days before and after the Event.

9. CANCELLATION AND FORCE MAJEURE

9.1 The Event Cancellation and Force Majeure Provisions document is incorporated by reference into this Agreement and shall govern all matters related to cancellation, postponement, or modification of the Event.

10. LIABILITY AND INDEMNIFICATION

10.1 Liability Limitation

- a. Neither party shall be liable for any indirect, consequential, or punitive damages;
- b. The Company's total liability under this Agreement shall not exceed the value of the in-kind contributions;
- c. This limitation does not apply to liability that cannot be limited by law.

10.2 Sponsor Indemnification

The Sponsor shall indemnify and hold harmless the Company from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

- a. The Sponsor's breach of this Agreement;

- b. Defects in products or services provided by the Sponsor;
- c. The Sponsor's negligence or willful misconduct;
- d. Infringement of third-party intellectual property rights by Sponsor materials.

10.3 Company Indemnification

The Company shall indemnify and hold harmless the Sponsor from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

- a. The Company's breach of this Agreement;
- b. The Company's negligence or willful misconduct in organizing the Event;
- c. Infringement of third-party intellectual property rights by Event materials (excluding Sponsor materials).

10.4 Insurance

- a. The Company shall maintain event liability insurance for the Event;
- b. The Sponsor shall maintain general liability insurance covering its participation in the Event;
- c. Each party shall provide certificates of insurance upon request.

11. TERMINATION

11.1 Either party may terminate this Agreement if the other party:

- a. Breaches any material term of this Agreement and fails to cure such breach within 15 days of written notice;
- b. Becomes insolvent, files for bankruptcy, or ceases operations;
- c. Engages in conduct that may seriously damage the reputation of the other party.

11.2 Upon termination, all licenses granted shall immediately terminate, except as otherwise provided in this Agreement.

11.3 Sections 6, 7, 10, and 13 shall survive termination of this Agreement.

12. DISPUTE RESOLUTION

12.1 The parties shall attempt to resolve any dispute through good faith negotiation.

12.2 If negotiation fails, any dispute arising out of or relating to this Agreement shall be resolved by arbitration in Athens, Greece, in accordance with the rules of the Athens Chamber of Commerce and Industry.

12.3 The arbitration shall be conducted in English.

12.4 The decision of the arbitrator shall be final and binding on both parties.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Greece, without regard to its conflict of law principles.

14. ENTIRE AGREEMENT

14.1 This Agreement, together with the Non-Disclosure Agreement and Event Cancellation and Force Majeure Provisions, constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, or negotiations.

14.2 Any modification to this Agreement must be in writing and signed by both parties.

15. SEVERABILITY

If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

16. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party.

17. NOTICES

All notices under this Agreement shall be in writing and delivered by email with confirmation of receipt to:

For the Company: george@b4battle.com
For the Sponsor: _____

18. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

19. ACKNOWLEDGMENT

The Sponsor acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. The Sponsor acknowledges that they have had the opportunity to seek independent legal advice before signing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

B4Battle LTD

By: _____
Name: Georgios Karamatsoukas
Title: Director
Date: _____

SPONSOR

By: _____
Name: _____
Title: _____
Date: _____

WITNESS

By: _____
Name: _____
Date: _____