B4Battle LTD

BETWEEN: B4Battle LTD

International House, 50 Essex Street London, United Kingdom WC2R 3JF Email: george@b4battle.com Tel: +306988538171 www.b4battle.com

INFLUENCER PARTICIPATION AGREEMENT

London, United Kingdom WC2R 3JF ("the Company") AND: AMM: AMM: Social Media Handles: ("the Influencer")

International House, 50 Essex Street

1. PURPOSE AND EVENT DESCRIPTION

This Influencer Participation Agreement ("Agreement") establishes the terms and conditions under which the Influencer will participate in the "Island Influence" event ("the Event") taking place in Santorini, Greece from May 15-18, 2025, organized by the Company in collaboration with Volkan Enterprises.

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. INFLUENCER STATUS

- 3.1 The Influencer is engaged as an independent contractor and not as an employee of the Company.
- 3.2 The Influencer shall be responsible for all tax obligations arising from any compensation or benefits received under this Agreement.
- 3.3 Nothing in this Agreement shall create a partnership, joint venture, or agency relationship between the parties.

4. EVENT PARTICIPATION

- 4.1 The Influencer agrees to:
- a. Participate in the Event for its full duration (May 15-18, 2025);
- b. Arrive in Santorini, Greece at least 24 hours before the Event begins;
- c. Attend all scheduled activities, challenges, and filming sessions;
- d. Comply with all reasonable directions from the production team;
- e. Maintain professional conduct throughout the Event;

- f. Participate in both online TikTok battles and offline challenges as directed;
- g. Cooperate with other participants, sponsors, and the production team;
- h. Participate in interviews and provide commentary as required for the TV show format;
- i. Remain available for potential reshoots or additional content creation for up to 2 hours per day beyond the scheduled activities.

5. CONTENT CREATION OBLIGATIONS

- 5.1 Competition Content (New TikTok Account):
- a. Create a new TikTok account specifically for the Event as directed by the Company;
- b. Participate in all scheduled online battles using this new account;
- c. Create content according to the challenge themes and requirements;
- d. Adhere to the specific timing structure for online battles (30-minute preparation, 5-minute battle, 5-minute transition);
- e. Comply with all platform guidelines and content restrictions.
- 5.2 Sponsor Promotion Content (Main Social Media Accounts):
- a. Create and publish content featuring Event sponsors on the Influencer's established main social media accounts;
- b. Produce specific content featuring accommodations, food, drinks, and other sponsored elements;
- c. Post a minimum of 3 sponsor-focused posts/stories per day during the Event;
- d. Tag all relevant sponsor accounts and use designated hashtags;
- e. Maintain the exclusivity of sponsor content during the Event period;
- f. Ensure all sponsor content meets the quality standards expected of the Influencer's regular content.

6. COMPENSATION AND BENEFITS

- 6.1 The Influencer shall receive:
- a. All-expenses-paid trip to Santorini, Greece including:
 - a. Accommodation at sponsor hotel/villa
 - b. All meals and beverages
 - c. Local transportation
 - d. Access to all Event activities and experiences
- b. Opportunity to win prizes as outlined in the Event prize structure;
- c. Professional content creation support including photography and videography;
- d. Exposure through the Event's marketing channels and TV show episodes;
- e. Networking opportunities with other influencers and sponsors;
- f. Access to exclusive locations and experiences in Santorini.
- 6.2 The Influencer acknowledges that the primary compensation is the exposure, content, and experience provided by the Event, and no additional monetary compensation shall be due unless specifically awarded as part of the Event prizes.

7. CONTENT OWNERSHIP AND RIGHTS

- 7.1 Competition Content (New TikTok Account):
- a. All content created on the new TikTok account shall be jointly owned by the Company and the Influencer;
- b. The Company shall have the right to use, reproduce, distribute, and display such content for promotional purposes;
- c. The Influencer shall not delete or remove such content without prior written consent from the Company for a period of 12 months after the Event;

- d. After the Event, the Influencer may continue to use the new account but must maintain all Event-related content.
- 7.2 Sponsor Promotion Content (Main Social Media Accounts):
- a. Content created on the Influencer's main accounts shall remain owned by the Influencer;
- b. The Company and Event sponsors shall have the right to repost, share, and promote such content;
- c. The Influencer shall not delete or remove such content without prior written consent from the Company for a period of 6 months after the Event;
- d. The Influencer grants the Company and Event sponsors a non-exclusive license to use such content for promotional purposes.

7.3 TV Show Content:

- a. All footage captured by the production team shall be owned by the Company;
- b. The Influencer grants the Company the right to use their name, likeness, voice, and performance in the TV show episodes and promotional materials;
- c. The Influencer shall have the right to share and promote the TV show episodes on their social media channels;
- d. The Company shall have final editorial control over all TV show content.

8. CONFIDENTIALITY

- 8.1 The Influencer shall maintain confidentiality as specified in the separate Non-Disclosure Agreement, which is incorporated by reference into this Agreement.
- 8.2 The confidentiality obligations shall survive the termination of this Agreement.

9. EXCLUSIVITY

- 9.1 During the Event and for 30 days before and after, the Influencer shall not:
- a. Participate in any competing events in Santorini;
- b. Create sponsored content for direct competitors of the Event sponsors;
- c. Promote any competing brands or services during the Event;
- d. Engage in any activities that may conflict with their obligations under this Agreement.

10. CANCELLATION AND FORCE MAJEURE

10.1 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.

11. LIABILITY AND INDEMNIFICATION

- 11.1 The Influencer shall indemnify and hold harmless the Company from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:
- a. The Influencer's breach of this Agreement;
- b. The Influencer's negligence or willful misconduct;
- c. Any content created by the Influencer that infringes third-party rights;
- d. Any misrepresentation made by the Influencer.
- 11.2 The Company shall indemnify and hold harmless the Influencer 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. Any use of the Influencer's content beyond the scope of this Agreement.
- 11.3 The Influencer acknowledges that participation in the Event involves certain risks, including but not limited to

physical activities, travel, and outdoor challenges. The Influencer assumes all such risks and releases the Company from liability for any injuries or damages resulting from such participation, except in cases of gross negligence or willful misconduct by the Company.

12. TERMINATION

- 12.1 The Company may terminate this Agreement if the Influencer:
- a. Breaches any material term of this Agreement and fails to cure such breach within 24 hours of written notice;
- b. Engages in conduct that may seriously damage the reputation of the Event, the Company, or other participants;
- c. Fails to participate in scheduled activities without valid reason;
- d. Violates the confidentiality or exclusivity provisions.
- 12.2 The Influencer may terminate this Agreement if the Company:
- a. Breaches any material term of this Agreement and fails to cure such breach within 24 hours of written notice;
- b. Makes material changes to the Event format or the Influencer's role without prior consultation;
- c. Fails to provide the agreed-upon accommodations, transportation, or support.
- 12.3 Upon termination, the Influencer shall:
- a. Immediately cease participation in the Event;
- b. Return any materials or equipment provided by the Company;
- c. Maintain confidentiality obligations as specified in the NDA;
- d. Cooperate with the Company to minimize disruption to the Event.

13. DISPUTE RESOLUTION

- 13.1 The parties shall attempt to resolve any dispute through good faith negotiation.
- 13.2 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.
- 13.3 The arbitration shall be conducted in English.
- 13.4 The decision of the arbitrator shall be final and binding on both parties.

14. 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.

15. ENTIRE AGREEMENT

- 15.1 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.
- 15.2 Any modification to this Agreement must be in writing and signed by both parties.

16. 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.

17. ASSIGNMENT

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

18. NOTICES

For the Company: george@b4battle.com For the Influencer:
19. ACKNOWLEDGMENT
The Influencer acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. The Influencer 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:
INFLUENCER
By:
Name: Date:
Date
WITNESS
Dur.
By:
Name: Date:

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