

Madrid, March 25, 2025

CONTRACT FOR THE PROVISION OF SERVICES

MEETING

On the one hand, NICKNAME MANAGEMENT SL with CIF B67624619 and address at Avda Albufereta, number 44 (Liceo Business Center), 4th floor, right door- (ALICANTE) represented by Diego Moreno Pastor, with D.N.I. 48365396F, (hereinafter, the REPRESENTATIVE), acting for and on behalf of **Oriana Correia** (hereinafter, "the INFLUENCER").

And of the other part, **WACOAL EUROPE**, with address at 4 allée Moulin Berger, 69130 ECULLY FRANCE by Cecilia Esteves, hereinafter referred to as "the BRAND".

Both parties in the representation that they hold, mutually recognizing each other's capacity for the execution of this contract and by virtue thereof.

EXHIBIT

I.- That the BRAND's corporate purpose is to carry out communication and advertising activities with influencers (influencer marketing).

II.- That REPRESENTATIVE is professionally engaged in the management and representation of artists, celebrities, public figures, among which is the INFLUENCER, which is a public figure who enjoys through its various accounts and profiles on social networks (RRSS), recognition and popularity among which are Instagram and TikTok.

III.- That the BRAND is interested in using certain services of INFLUENCER to carry out a communication campaign for **FREYA** (hereinafter, the CAMPAIGN and the BRAND, respectively), which must be contracted through the REPRESENTATIVE since the latter holds the necessary rights by assignment of INFLUENCER in its favor.

IV.- That the REPRESENTATIVE agrees that the INFLUENCER may carry out such CAMPAIGN as well as authorize the use of the INFLUENCER's image in the same, under the conditions set forth in this agreement.

Therefore, all parties, by mutual agreement, proceed to the formalization of the present **service contract**, which shall be governed by the following.

STIPULATIONS

FIRST.- PURPOSE OF THE CONTRACT

The BRAND hires the REPRESENTATIVE to provide services in the CAMPAIGN for the communication of the BRAND and its products, as detailed in the "Content Generation Guide" attached as **ANNEX I**, or as indicated in the Content Generation Guide that will be sent by e-mail to the REPRESENTATIVE at least 7 days prior to the first publication; all in accordance with what is detailed in this Agreement.

At the express request of the BRAND, such services shall be provided directly by the INFLUENCER.

In particular, the services contracted with the REPRESENTATIVE and to be rendered by the INFLUENCER shall consist of generating and publishing:

1 reel + 1 story with 3 frames + share organically on social account maximum 1 year: <https://www.instagram.com/orianacorreia/>

All of this shall be carried out in accordance with the "Content Generation Guide" attached as ANNEX I or following the instructions of the Content Generation Guide, which will be sent via email to the REPRESENTATIVE at least 7 days before the first publication.

For all Instagram posts, the REPRESENTATIVE must send screenshots to the BRAND so that it can collect information on reach (impressions/views) for each publication.

The BRAND will provide the REPRESENTATIVE with all the necessary documentation and resources to ensure that the INFLUENCER can fulfill all their tasks.

Any other participation by the REPRESENTATIVE or INFLUENCER not specified in this Contract is expressly excluded and must be the subject of further agreements.

SECOND.- CONSIDERATION AND EXPENSES

In consideration for the services rendered under this Agreement, the BRAND agrees to pay the REPRESENTATIVE a total amount of **2.000€ + IVA**.

The payment of 50% of the action will be made upon signing the contract, and the remaining 50% will be paid after the publication of the content.

The legally required withholdings and taxes shall be applied to said amounts.

All expenses incurred by the REPRESENTATIVE as a direct or indirect consequence of the exercise of its activity shall be exclusively for the REPRESENTATIVE'S account.

THIRD - TERM

The present Contract shall have a term commencing on March 10 and shall terminate once all the obligations set forth in Clause One of this Contract have been fulfilled.

FOURTH.- OBLIGATIONS OF THE REPRESENTATIVE

The INFLUENCER must keep the content, photographs, videos, and any materials published on websites, social media, or online platforms (Instagram) for a minimum period of 12 months unless the nature of the platform dictates a shorter duration.

Additionally, the INFLUENCER is obligated not to associate the BRAND in any way with third parties that could distort and/or damage its image.

In any case, the REPRESENTATIVE is required to ensure that the INFLUENCER respects, protects, and safeguards the honorability and good image of the BRAND and refrains from engaging in any conduct—whether through actions, words, or images—that could demean or discredit the reputation and prestige of the BRAND. Any such conduct will be grounds for the immediate termination of the Contract, without prejudice to the BRAND's right to claim compensation from the REPRESENTATIVE for any damages caused.

The REPRESENTATIVE must send the photos along with the text (copy) to the BRAND, which will forward them to the BRAND for approval before publication. If the content is not approved, it must be revised until it objectively complies with the specifications in the "Content Generation Guide" attached as ANNEX I. Under no circumstances may content be published without the BRAND's written approval.

Furthermore, the REPRESENTATIVE is obligated to ensure that, regarding the publications covered by this contract, the INFLUENCER does not create content, videos, or photographs that, either directly or indirectly, contain any type of advertisement or promotion for any entity, brand, product, activity, or service other than the BRAND. Under no circumstances shall the INFLUENCER's photos clearly display elements of other brands, such as logos, particularly those of competitors. The INFLUENCER must not tag any brands other than the BRAND in campaign-related posts, and the only tag allowed in the publication shall be the BRAND's official account.

The REPRESENTATIVE commits to ensuring that the content created by the INFLUENCER is original and has not been copied in whole or in part, thereby

not infringing upon third-party intellectual property rights. Additionally, the REPRESENTATIVE guarantees that the INFLUENCER will be responsible for independently obtaining all necessary permissions related to individuals (if they appear in the photos/videos) and locations (whether public or private). The REPRESENTATIVE agrees to indemnify the BRAND against any claims arising from non-compliance with this contract, particularly concerning third-party intellectual property rights.

The REPRESENTATIVE also undertakes, both directly and through the INFLUENCER, not to promote the publications covered by this Contract or manipulate results by purchasing interactions, reach, impressions, or views through websites offering such services. Additionally, the REPRESENTATIVE shall ensure that the INFLUENCER does not participate in "Engagement and Growth Groups" (pods) that artificially alter the organic performance of the posts through likes or comments.

FIFTH.- CONTENT AND SIGNAGE OF THE CAMPAIGN

Regarding the content published by the INFLUENCER, the REPRESENTATIVE guarantees that it must clearly convey the commercial relationship between the INFLUENCER and the BRAND. To achieve this, the following guidelines must be followed:

- For Instagram, one of the following options must be used:
 - Option 1: Using the "Paid Partnership" tag provided by Instagram. This will ensure that the label "Paid partnership with [Brand]" appears at the top of the post. If the BRAND has an Instagram account, it will grant the INFLUENCER access, whenever possible, to tag it as a business partner.
 - Option 2: Including any of the following terms in the copy (text of the post): "Ad," "Advertisement," "Brand Ambassador for [Brand]," "In collaboration with [Brand]," or "Sponsored by [Brand]." This mention must be visible without requiring the user to click "See more," meaning it must appear within the first 125 characters. If the content is in Stories, the mention must be clearly visible in the first story. It is not necessary to repeat it in subsequent stories as long as they are consecutive; otherwise, it must be included in all of them. For Stories, the size of the tag must be large enough to be easily readable.

The REPRESENTATIVE guarantees that the INFLUENCER will properly identify each publication, and this mention may not be removed during or after the campaign. Additionally, the INFLUENCER commits to modifying or deleting any content that violates this clause, particularly if the AGENCY or BRAND receives a notice from the Advertising Jury of AUTOCONTROL regarding any content published by the INFLUENCER as part of the CAMPAIGN. The INFLUENCER agrees to follow the BRAND's instructions to immediately comply with any rulings, decisions, or opinions issued by said Jury.

A Good Practices Manual is attached as **ANNEX II**, which forms part of this Contract and must be adhered to by the INFLUENCER.

SIXTH - OBLIGATIONS OF THE BRAND

The BRAND undertakes to fulfill all the obligations assumed in this agreement with the REPRESENTATIVE. The BRAND agrees with the REPRESENTATIVE to be its interlocutor to receive all information and instructions necessary to fulfill its obligations and actions to be performed by the INFLUENCER. instructions necessary to fulfill its obligations and actions to be taken by the

INFLUENCER.

THE BRAND guarantees to respect the INFLUENCER's name recognition of its performance, to demand respect for the integrity of its performance and to oppose any distortion, modification, alteration, mutilation or any other attack on its performance that would harm or undermine its prestige, honor, privacy, reputation or that would be detrimental to its legitimate interests.

SEVENTH - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The REPRESENTATIVE assigns to the BRAND and the BRAND the organic rights at the national level to repost the material created by the INFLUENCER on the BRAND's social media, during the validity period and in relation to the CAMPAIGN (maximum 1 year)

Likewise, the REPRESENTATIVE authorizes the BRAND to mention the INFLUENCER on its social media during the CAMPAIGN period and the term of this contract.

The REPRESENTATIVE guarantees that the content published by the INFLUENCER will be original and, therefore, created by the INFLUENCER, who will upload and publish it on their profile. Consequently, the REPRESENTATIVE declares that the INFLUENCER holds all necessary intellectual property, image rights, industrial property, and exploitation rights for its publication and reproduction. It is strictly prohibited to publish photos or videos taken by third parties or for which the INFLUENCER does not hold the aforementioned rights, thereby releasing the BRAND and the BRAND from any liability in this regard.

The REPRESENTATIVE declares that the INFLUENCER will not upload or publish any content that is copyrighted by another person without proper authorization, including music tracks, excerpts from copyrighted programs, or videos created by other users without the necessary authorization.

The REPRESENTATIVE states that the INFLUENCER acknowledges and accepts that by publishing content on various platforms and social media, they are subject to the terms of use of those platforms. Neither the BRAND nor the BRAND shall be responsible for the reproduction, processing, exploitation, or preservation of any materials by any platform user during or after the validity period for any reason whatsoever.

EIGHTH - INDEMNITY

The REPRESENTATIVE shall be liable for any claims made by the BRAND arising from the INFLUENCER's participation in the CAMPAIGN and shall hold the BRAND harmless against any claims that the BRAND or any third party may bring against it due to the actions and commitments undertaken by the INFLUENCER under this contract.

To this end, the REPRESENTATIVE shall assume not only the extrajudicial and judicial expenses incurred by the BRAND in defending its interests against any claims brought by the BRAND or any third party (or any claims the BRAND may need to file against a third party) but also any compensation or payments (whether in cash or in kind) that the BRAND may be required to make as a result of such claims.

This indemnification shall cover all costs, losses, compensations, payments, expenses, fines, fees, and any other damages or harm resulting from such claims, to the extent that they arise from the failure of the REPRESENTATIVE and the INFLUENCER to comply with the obligations assumed under this

agreement.

NINTH.- DUTY OF CONFIDENTIALITY

The REPRESENTATIVE shall keep confidential all information and documentation of the BRAND and the BRAND to which they have access in relation to the provision of the services agreed upon in this contract and shall be obliged not to disclose it to third parties, both during the term of this contract and after its termination.

Notwithstanding the above, the confidentiality obligation shall not apply to information that has become public knowledge.

TENTH – PERSONAL DATA PROTECTION

In the execution of this contract, the parties act as independent data controllers regarding the INFLUENCER's data.

The legal basis for data processing is the execution of this contract, in accordance with Article 6.1(b) of the GDPR.

With respect to the personal data provided by the REPRESENTATIVE, they will be processed for the purpose of managing, maintaining, developing, and controlling this contractual relationship. The legal basis for data processing is the legitimate interest of the parties in maintaining commercial and contractual relationships, as specifically established in Article 19.1(b) of the Spanish Organic Law 3/2018 on Personal Data Protection and Digital Rights.

To fulfill the purposes set forth in this contract, the personal data of the REPRESENTATIVE and INFLUENCER may be shared with third parties. Additionally, to properly manage the provided service, the BRAND may collaborate with third-party service providers who may have access to personal data and will process it on behalf of the BRAND for services such as payment management, technical support, and security systems. The BRAND commits to signing the corresponding data processing agreement with these third parties, imposing, among other obligations: the implementation of appropriate technical and organizational measures; processing personal data only for the agreed purposes and according to the BRAND'S documented instructions; and deleting or returning the data to the BRAND once the service provision ends.

The personal data provided will be kept for the duration of the contractual relationship. Once it ends, the data will be retained in a blocked status, available to competent authorities to address any legal liabilities arising from the processing, during the legally applicable limitation periods.

Data subjects may exercise their rights of access, rectification, restriction, portability, objection, and suspension by emailing management@nickname.com or by sending a written request to the postal address of NICKNAME MANAGEMENT, S.L indicated in the contract heading.

If a data subject believes that their request has not been properly addressed, they may file a complaint with the Spanish Data Protection Agency by postal mail at Calle Jorge Juan 6, CP 28001 Madrid, or via their website www.aepd.es.

The REPRESENTATIVE commits to informing the INFLUENCER of the content of

this clause.

ELEVENTH – TERMINATION

Either party may terminate this contract and seek compensation for damages in case of a breach by the other party of the commitments and obligations undertaken, provided that, in the case of remediable obligations, the breach is not rectified within seven (7) calendar days following receipt of a written notice requesting compliance. In the case of non-remediable breaches, the complying party may immediately terminate the contract and seek compensation for damages.

Failure by the REPRESENTATIVE and/or INFLUENCER to comply with Clause Five, regarding the disclosure of the CAMPAIGN on social media, shall be grounds for the automatic and early termination of this contract, with the BRAND and AGENCY reserving the right to seek compensation for damages caused.

If the REPRESENTATIVE fails to comply with remediable obligations—such as those outlined in Annex I (e.g., publication date, time, hashtags, links, etc.)—the AGENCY shall have the right to demand (i) rectification of the breach, as long as it is possible, per the previous paragraph. If this type of breach occurs repeatedly (i.e., two or more times, regardless of their nature or severity), the AGENCY may choose to terminate the contract.

If the contract is terminated for any of the aforementioned reasons, both parties commit to upholding the activities and commitments already assumed regarding ongoing projects, services, and contracts.

TWELFTH – ENTIRE AGREEMENT

This contract constitutes the complete agreement between the parties concerning the contracted services and supersedes any prior oral or written agreements on the matter.

THIRTEENTH – COMMERCIAL RELATIONSHIP

This contract does not create any employment rights in favor of the REPRESENTATIVE or the INFLUENCER against the AGENCY and/or the BRAND resulting from the services provided.

FOURTEENTH – JURISDICTION

The parties expressly waive any other jurisdiction that may apply and submit to the jurisdiction of the Courts and Tribunals of Madrid, Spain, for any disputes arising from the application or interpretation of this contract.

In witness whereof, all parties sign this contract in duplicate and for a single purpose at the place and date indicated at the beginning.

LA MARCA
FREYA

Cécilia Esteves

EL REPRESENTANTE
NICKNAME MANAGEMENT SL
Diego Moreno Pastor



Diego Moreno Pastor (28 mar.. 2025 21:40 GMT+1)

ANNEX I

CAMPAIGN DESCRIPTION -CONTENT CREATION GUIDE

Content to be published: **1 reel + 1 story with 3 frames + share organically on social account maximum 1 year: <https://www.instagram.com/orianacorreia/>**

ANNEX II

CODE OF BEST PRACTICES

1. No publications containing content (videos/photos) that, among other things, infringe upon the rights to privacy, honor, and personal image of third parties shall be allowed. This includes, but is not limited to, content with racist, sexist, homophobic, and/or discriminatory connotations; obscene, lascivious, pornographic, or sexually explicit material; defamatory content; or any other material that violates the dignity of third parties, morality, and/or public order. Additionally, content that incites violence, dangerous practices, negligent, aggressive, reckless, or illegal behavior, as well as misleading, offensive, or degrading material towards people, animals, beliefs, customs, and good manners, or that goes against good taste and may cause social rejection, will not be permitted.
2. Publications (videos/photos) that encourage acts harmful to people's health and safety will not be accepted.
3. Any content that includes images and/or voices of third parties must have prior written authorization from them.
4. Images of minors will not be accepted without the consent of their parents or legal guardians.
5. Publications with political or religious connotations are not allowed.
6. No third-party brands may appear in the created advertising material unless authorized by the brand owner.
7. In the created content, no recognizable face other than that of the INFLUENCER shall be shown unless written authorization is obtained from the individual.
8. The content must be of sufficient quality to allow for proper viewing.