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**IBIZA
SWIM WEEK
DESIGNERS CONTRACT**

PARTIES:

By mutual agreement of the parties named below these lines, they celebrate this contract:

On one hand, Ibiza Swim Week ® or ISW, referred to as "Contractor", and on the other, referred to as "Client", declare as follows:

The brand will showcase their new collection at the event IBIZA SWIM WEEK.

OBLIGATIONS:

ISW will provide the designer with a photo/video shoot with a selected piece from its new collection. This shoot will be produced by ISW. The designer must provide a bikini from their new collection for the photos, which will promote their participation in the event. The product must arrive at our offices by 05/31/2024.

In case they fail to send the product, the designer will be responsible to provide the promotional material.

RATES:

**Designer Package
(Please check the option desired)**

Silver 800 euros

Platinum 1000 euros

The cost of the event will depend on the selected package, which the designer agrees to pay in full.

Includes:

- The location.
- Models.
- MUAH.
- Photography and video of the event.
- Promotion of the event.
- Call for media.

*The price does not include VAT OF 21%, you must add it.

PAYMENT:

Payment must be made in two parts, 50% by June 15th and the other 50% by June 30th.

The payment must be deposited in the following account:

SWIFT: OPENESMM

ES 18 0073 0100 5406 1285 4574 OPENBANK.

Estefanía Vásquez

Once this contract is signed and the parties are committed, ISW will announce the designer on its social networks and website.

LATE FEES: If ISW does not receive payment from the BRAND within one calendar day of the payment date, the designer will be charged a late fee of 1.5% of the outstanding amount for each day that ISW does not receive payment.

CONFIDENTIALITY: The parties shall treat and maintain all information relating to this agreement and the services provided in strict confidence, and shall not use any information except in compliance with the terms of this agreement.

Further, at all times, neither party shall use or disclose to any third party outside of this agreement any Confidential Information relating in any way to the past, present or future business affairs, terms, conditions, customers, clients, customers, efforts, employees, financial data, operations, practices, products, processes, properties, sales or services of or in any way connected with the company.

This Agreement imposes no obligation on the Parties with respect to any Confidential Information that was possessed prior to the commencement of business interactions between the Parties; that is or becomes publicly known through no fault of the receiving party; that is rightfully received from a third party without a duty of confidentiality; that is disclosed without a duty of confidentiality to a third party by, or with the authorization of, the disclosing party; or that is independently developed by either Party without prior knowledge of privileged or confidential information.

INTELLECTUAL PROPERTY: ISW retains ownership of its copyrights in all photos/videos taken before and after the show. Royal Legislative Decree 1/1996. All work produced to fulfill this agreement is expressly and exclusively the property of ISW. ISW grants Designer a non-transferable, non-exclusive, royalty-free license to designs produced with and for the Designer for the specific purpose of ISW Media.

IMAGE & STYLE: The Client is familiar with ISW's style and sense of aesthetics. Contractor shall use reasonable efforts to ensure that Client's services are performed in a style and manner consistent with Contractor's current portfolio and services, and Contractor shall attempt to incorporate any suggestions Client makes. However, Client agrees that:

- Each Client and final delivery are different, with different tastes, budgets and needs.
- Contractor will use its personal judgment to create favorable results for Client, which may not include strict adherence to Client's suggestions.
- Dissatisfaction with the Contractor's independent judgment or individual management style are not valid grounds for termination of this Contract or request for refunds.

RISKS: The Designer and related parties/participants expressly assume any risk of damage and related activities described herein.

LIMIT OF LIABILITY: Designer is aware that the amount of damages to which it is entitled in any claim related to this agreement or services is none. ISW is not liable for any product damage, stolen property, or cancellations set forth in this agreement.

ENFORCEABILITY: If any part of this Agreement is held illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, if the essential provisions of this Agreement for each party remain legal and enforceable.

AMENDMENTS: The parties may only amend this Agreement by written agreement of the parties with due notice.

CANCELLATIONS AND RESCHEDULING

CLIENT WISHES TO CANCEL OR RESCHEDULE: If the designer wishes to cancel the exhibition of his/her collection at ISW for any reason at any time, payment will not be refunded.

CONTRACTOR WISHES TO CANCEL OR CHANGE THE DATE OF THE EXHIBITION: In the event ISW is unable or unwilling to perform its obligations under any or all parts of this agreement, it (or a responsible party) will immediately give notice to Designer, and at the venue's discretion, attempt to find a reasonable substitute to fulfill the terms of this agreement or issue a refund or credit based on a reasonable percentage in accordance with previous services rendered.

NO-SHOWS: If it is impossible for ISW to perform the services due to causes directly related to the designer, such as failure to provide the necessary items or failure to complete the tasks on time, it is at the contractor's discretion to immediately dissolve the contract without refund.

NOTIFICATION: The Parties shall effectively notify each other, including any payments or invoices, by any of the following methods

Contractor's email: info@ibizaswim-week.com

Ana Moreno: +34 616 727 663 Estefanía Vásquez: +34 691 322 304

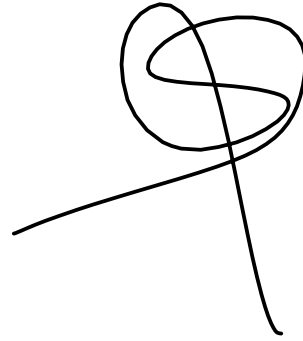
Client's email:

Client's name and phone number:

ASSIGNMENTS: Neither party may assign or subcontract any of the rights or obligations under this Agreement without proper notice, unless otherwise provided herein.

*ISW and any related subcontractors are not employees, partners or members of Designers' company or organization. ISW has the exclusive right to control and direct the means, manner and method by which ISW's services under this agreement are performed.

In Ibiza, / /2024.



Brand:
Representative:
ID:

Ibiza Swim Week [®]
Representative: Estefanía Vázquez
ID: 51743982p