

Terms of Private Agreement for Adults

1. a. Representation and Exclusivity

The model, recognizing and accepting the negotiating capabilities of Gelly Matharikou, appoints and grants her, through a written agreement ("the agreement"), the exclusive mandate to represent and negotiate on their behalf and in their name for agreements, terms, and the assignment of their rights for participation in all forms of advertising productions and activities (TV, radio, and cinema ads or trailers, sponsorships, magazine or product catalog placements, fashion shows, and similar activities), as well as for theatrical, film, radio-television, or other audiovisual productions in Greece or abroad. This assignment pertains to the terms of each collaboration for participation in their projects. Upon signing the agreement, the model is prohibited from collaborating with another Agency or independently (as a freelancer) with casting companies, independent professionals (e.g., Casting Directors, directors, producers, etc.), or any third-party regarding advertising productions and activities (TV and film ads or trailers, sponsorships, magazine or product catalog placements, fashion shows, and similar activities), theatrical, film, radio-television, or other audiovisual productions. Violation of this term will result in the termination of the contract, and the Agency is entitled to compensation for any actual or consequential damages amounting to one thousand five hundred (1500) euros, a sum agreed upon as reasonable, proportionate, and fair for the services provided to the counterparty up to that point.

b. Exclusive Transfer of Rights

For negotiation purposes, the model exclusively transfers to the Agency the right to photograph and generally depict their image by any means and in any work used for advertising, promotion, or product promotion, for the entire duration of this agreement, as detailed under term 2.

c. Legal Authority for Contracts

For lawful participation in advertising, TV, film, and generally any audiovisual project, the model exclusively authorizes Gelly Matharikou, whenever necessary, to enter into and sign on their behalf the relevant contracts with the Agency's clients (the respective production company or advertising business), work contracts, and the transfer of intellectual and related rights, according to Law 2121/1993 "Intellectual Property, Related Rights, and Cultural Matters," as currently in force.

2. TERMS AND METHODS OF CONTRACT EXECUTION

2.1.a. Creation and Maintenance of a Portfolio

The Agency photographs or collects photos of the model and records their image, creating a portfolio (Book), which is stored in a computer database. When required (collaboration proposals, negotiations), the Agency presents this material electronically to the addresses indicated by the client participating in the selection process.

The model is obliged to frequently communicate with the Agency, update their photo and video material, and maintain their image and character as specified. From the agreement signing date, the model must cooperate annually (every 12 months) to renew their Book, either at the Agency's studio or remotely via email/Viber, adhering to the Agency's specifications and instructions. The model must maintain their appearance identically for at least six months following the photoshoot. Compliance with this term contributes to effective representation and successful collaboration. Non-compliance renders the collaboration with the Agency inactive, and the model will cease to receive collaboration proposals until the Book is renewed.

2.1.b. Selection of Public Photos

The Agency (Matharikou Agency Digital Department) selects the photos to be displayed to the public via the Website www.matharikoumodels.gr (ISO 27001 Certification). Additionally, the Agency (Matharikou Agency Digital Department) selects the photos/videos to be displayed on the Agency's social media platforms.

2.2.a. Notification of Collaboration Proposals

The Agency informs the model of each collaboration proposal. The notification includes: a. the specific calendar and time period of participation and project execution (photoshoot, filming, or other types of collaboration), b. the location, venue, and address of the project, and c. the remuneration. If the model gives their written (via written Viber/email message) consent, the Agency signs all related contracts with the clients on their behalf. If the model informs the Agency of their availability and attendance at a casting, fitting, shoot, or photoshoot, they are obliged to attend unless they notify the Agency 24 hours in advance that they cannot.

2.2.b. Termination Due to Rejection of Proposals

If more than four (4) proposals are rejected within a one-year collaboration period, the collaboration with the Agency automatically ceases, the contract is terminated, and the Agency is no longer obliged to represent or send collaboration proposals to the model. Exceptions are made for health reasons (emergencies) or permanent/temporary relocation outside Athens/Greece, provided timely notification is given.

2.2.c. Notification of Casting and Shoots

Notifications received by the model for castings, fittings, shoots, and photoshoots are exclusively made by the Agency. If, by exception, a third party (client, producer) informs the model before the Agency, the model must immediately contact the Agency to relay the information.

2.2.d. Prohibition of Unauthorized Interviews

The model is prohibited from granting any interviews or information to Print or other Media regarding the production and the project without the client's or producer's consent.

3. WORKING HOURS AND SOCIAL SECURITY

The client (the respective production company or advertising business) is the model's sole employer and, by law, the only one responsible and obligated to comply with legal working hours, overtime, and social security obligations. The Agency provides its expertise and guides the model in obtaining and collecting relevant certificates and documents and is obliged to mediate with the client for any related issues that may arise. As a mediator for the model-client collaboration, the Agency has no legal responsibility for the client's (employer's) compliance with working hours and social security obligations. In the event of any financial dispute arising from the initial agreement, it is clarified that the production company alone is responsible, and the Agency is not liable. During the collaboration (e.g., filming, photo shoot), the participating person-model can contact the agency by phone for updates on its progress. It is important to provide updates to ensure smooth collaboration.

4. AGENCY FEE

A thirty percent (30%) fee on the gross revenue from the model's participation in the productions or activities described in article 1 of this agreement is agreed upon as reasonable and fair compensation for the Agency's services. The model expressly authorizes and empowers the first party to negotiate, mediate, agree, and collect all types of compensation derived from rights related to each collaboration for three years from the first projection.

5. COLLECTION OF FEES AND RIGHTS

The Agency undertakes the obligation to collect the model's rights. Reconciliation of balances occurs on the 10th and 25th of each month. Rights are paid after the client settles the invoice. The Agency's settlement specifically involves: a. the Agency collects the agreed rights from the producer derived from each collaboration and, after retaining its 30% fee, remits the remaining amount to the model, b. legal taxes of 20% and 3.6% (stamp duty) are withheld, and c. the net financial value is remitted to the model. After the expiration or termination of the contract, the Agency remains obligated to mediate, collect, and remit rights and any outstanding amounts related to each collaboration for three years from the first projection.

6. DATA MANAGEMENT GUARANTEE

The Agency declares and guarantees that the management of your personal data is governed and regulated by the applicable provisions, Regulation (EU) 2016/679, Law 4624/2019, Law 3471/2006, and relevant decisions of competent bodies and authorities, as they currently apply.

7. CONFIDENTIALITY

The contracting parties agree that any personal information concerning any party is confidential and will not be disclosed to third parties without the consent of both parties, following the specific terms included in the INFORMATION AND CONSENT STATEMENT - TERMS OF PERSONAL DATA PROCESSING, which the model has read and signed.

8. INITIATION FEE

The collaboration with the Agency starts with the payment of 90€, covering the presentation file processing, model training and information, and induction procedures into the field. This amount/fee is valid for the contract duration and is non-refundable. The payment confirms the start of the collaboration with the Agency.

9. CONTRACT DURATION AND RENEWAL

The signed agreement is valid and automatically renewed for the same period unless terminated in writing by either party at least one month before expiration. Renewal for the same period is considered as the re-payment of 90€.

MATERIAL TERMS AND TERMINATION

All terms of this agreement are considered essential. In the event of a willful breach of any contract terms, either party has the right to terminate the agreement, provided all of the following conditions are met:

- a) The breaching party has been notified in writing of the breach,
- b) The breaching party does not remedy or correct the breach within one month from receipt of the written notice,
- c) The termination is delivered in writing to the breaching party.

10. JURISDICTION

Exclusive jurisdiction for any disputes arising from or related to the interpretation of these terms lies with the Courts of Athens (by explicit exclusion of any other jurisdiction).

Agreed and mutually accepted as outlined above, the PRIVATE AGREEMENT will be signed in two (2) originals, and each party will receive one during the first in-person meeting with the Agency.

Thank you