

# AGREEMENT FOR THE ASSIGNMENT OF IMAGE RIGHTS AND AUTHORIZATION TO APPEAR IN AUDIOVISUAL CONTENT FOR ADULTS

## PARTIES

On the one hand, **DriveX Studios SL**, with registered office at \_\_\_\_\_, Tax ID No. \_\_\_\_\_, represented by \_\_\_\_\_, hereinafter referred to as the **"Company"** or **"DriveX"**.

And on the other hand, **Mr./Ms.** \_\_\_\_\_, of legal age, with ID/NIE/Passport No. \_\_\_\_\_, residing at \_\_\_\_\_, email \_\_\_\_\_, hereinafter referred to as the **"Participant"**.

The Company and the Participant may be collectively referred to as the **"Parties"**.

### 1. Purpose

The purpose of this contract is to regulate:

- a) the Participant's voluntary participation in the production, recording, creation, or contribution to adult audiovisual content;
- b) the authorization for the capture, recording, fixation, reproduction, and use of their image, voice, stage name, appearance, performance, and other identifying elements;
- c) the assignment or authorization to exploit image rights and other rights necessary for the commercial exploitation of the content; and
- d) the conditions applicable to the distribution, public communication, promotion, marketing, and making available of the content by DriveX, either directly or through authorized third parties.

### 2. Nature of the content

The Participant hereby declares that they are aware of and expressly accept that the content subject to this contract is adult audiovisual content, which may include nudity, scenes of a sexual nature, erotic or sexually explicit content, performances, or situations typical of the adult audiovisual industry.

The Participant declares that they have been previously informed of the general nature of the production, the type of content in which they will participate, and the intended uses of the resulting material.

### 3. Age of majority, identity, and capacity

The Participant represents and warrants that:

- a) is over 18 years of age;
- b) has full legal capacity to enter into contracts and provide the consent that is the subject of this contract;
- c) has provided official, valid, and current documentation to verify their identity and age of majority;
- d) the documentation provided is authentic, truthful, and has not been altered;

- e) is not subject to any legal, contractual, or personal limitation that prevents them from participating in the production or assigning the rights governed by this contract; and
- f) is not acting under coercion, threat, intimidation, deception, abuse of authority, exploitation, trafficking, illegitimate economic pressure, or any other circumstance that vitiates their consent.

DriveX may retain a copy or record of the age and identity verification documentation to the extent necessary to comply with legal, contractual, evidentiary, compliance, legal defense, and fraud prevention obligations, as well as the requirements of platforms, payment providers, or competent authorities.

#### **4. Free, informed, specific, and express Consent**

The Participant gives his or her free, informed, specific, unequivocal, and express consent to:

participate in the production of adult audiovisual content;

- a. that their image, voice, stage name, performance, appearance, physical features, and other identifying elements be captured, recorded, and preserved in audiovisual, photographic, audio, or digital formats;
- b. that the content may be edited, assembled, technically adapted, subtitled, dubbed, compressed, formatted, or technically transformed for its exploitation;
- c. that the content may be reproduced, distributed, publicly communicated, made available, marketed, promoted, and exploited by DriveX;
- d. that the content may be incorporated into digital platforms, websites, applications, networks, streaming services, on-demand services, promotional campaigns, advertising materials, catalogs, trailers, thumbnails, previews, banners, clips, promotional photographs, and other formats associated with adult audiovisual exploitation; and
- e. that the content may be accessible to users of legal age in Spain and other territories, subject to any applicable legal restrictions.

The Participant declares that they have had sufficient opportunity to ask questions, review this contract, and freely decide whether they wish to participate.

#### **5. Assignment and authorization of image rights**

The Participant authorizes and, to the extent permitted by law, assigns to DriveX the rights necessary for the use of their image, voice, stage name, appearance, performance, and other identifying elements incorporated into the content.

The authorization includes, among others, the rights to:

- a. capture and recording;
- b. fixation on any medium;
- c. total or partial reproduction;
- d. distribution;
- e. public performance;
- f. interactive making available;
- g. technical transformation, editing, montage, format adaptation, compression, encoding, subtitling, dubbing, or fragmentation;
- h. promotional, advertising, and commercial use;

- i. inclusion in catalogs, platforms, websites, applications, social media, search engines, commercial materials, and marketing campaigns;
- j. exploitation through free, paid, subscription, on-demand, pay-per-view, licensing, distribution, aggregation, or any other lawful commercial model; and
- k. sublicense or authorize third parties when necessary for the distribution, hosting, promotion, payment, protection, monetization, or exploitation of the content.

## 6. Territorial and temporal scope

The authorization and assignment of rights is granted worldwide, given the online and cross-border nature of the digital exploitation of the content.

The term shall be the maximum permitted by applicable law for this type of rights and authorizations, without prejudice to any inalienable rights that may correspond to the Participant under the law.

Where an indefinite or maximum assignment is not legally possible, the authorization shall be deemed granted for the longest term permitted by applicable regulations and for all acts of exploitation reasonably related to the subject matter of this contract.

## 7. Exclusivity

The assignment/authorization shall be:

**[Select an option]**

**Exclusive**, such that the Participant may not authorize third parties to exploit the same content, scenes, recordings, or materials that are the subject of this contract without prior written authorization from DriveX.

**Non-exclusive**, such that the Participant retains the right to authorize third parties to exploit other content, without prejudice to the rights granted to DriveX regarding the content covered by this contract.

If no option is selected, the assignment shall be deemed **non-exclusive**, unless expressly agreed otherwise.

## 8. Remuneration

In consideration for their participation and for the assignment/authorization of rights provided for in this contract, DriveX shall pay the Participant the following remuneration:

**Amount:** \_\_\_\_\_

**Payment method:** \_\_\_\_\_

**Payment date or schedule:** \_\_\_\_\_

**Applicable taxes or withholdings:** \_\_\_\_\_

Unless otherwise agreed in writing, the agreed remuneration includes the Participant's participation in the production and the authorization or assignment of image and exploitation rights provided for in this contract.

## **9. Representations and Warranties of the Participant**

The Participant represents and warrants that:

- is participating freely, voluntarily, and with full knowledge of the facts;
- is of legal age and has been duly verified;
- has not been coerced, threatened, deceived, exploited, or unlawfully induced to participate;
- is not under the influence of substances, medications, or circumstances that affect their capacity to consent;
- there is no contract, commitment, obligation, or restriction that prevents the signing or fulfillment of this contract;
- the information and documentation provided to DriveX are true, complete, and up-to-date;
- they will not use false identities, altered documentation, or misleading information;
- they will immediately notify DriveX of any circumstances that may affect the validity of your consent, age, identity, rights, or authorizations granted; and
- they will cooperate reasonably with DriveX in response to claims, investigations, or requests from platforms, payment service providers, authorities, or affected third parties.

## **10. DriveX's Obligations**

DriveX agrees to:

- I. use the content in accordance with this agreement and applicable regulations;
- II. not manipulate the content in a manner that substantially alters the meaning of the Participant's contribution in a way that is unlawful or harmful to their fundamental rights;
- III. take reasonable measures to protect the content against unauthorized use, piracy, improper access, or unlawful distribution;
- IV. process the Participant's personal data in accordance with applicable data protection regulations;
- V. retain the necessary documentation to verify age, identity, consent, and rights to the extent permitted or required by law;
- VI. remove, block, or restrict the content when there is a legal obligation, a valid request from a competent authority, or a proven breach of applicable regulations; and
- VII. act reasonably and proportionately in response to complaints regarding the content.

## **11. Withdrawal of consent and requests for removal**

The Participant acknowledges that the authorization and assignment of rights provided for in this contract are intended to allow DriveX to commercially exploit the adult audiovisual content.

Any request to remove, limit, or review the use of the content must be communicated in writing to DriveX, stating the reasons for the request and providing the necessary information to identify the affected content.

DriveX will review each request individually and may remove, block, limit, or retain the content depending on:

- a. the applicable legal basis;
- b. the validity of the consent provided;
- c. the contractual rights acquired by DriveX;
- d. the existence of legal obligations or regulatory requirements;
- e. the potential impact on fundamental rights;
- f. the existence of indications of coercion, exploitation, abuse, trafficking, minors, document fraud, or lack of consent; and
- g. applicable regulations regarding data protection, image rights, intellectual property, and audiovisual content.

Nothing in this contract shall limit the inalienable rights to which the Participant may be entitled under the law.

## **12. Personal data protection**

DriveX will process the Participant's personal data in accordance with Regulation (EU) 2016/679, Organic Law 3/2018, and other applicable regulations.

Personal data may be processed for the following purposes:

- a. management of the contractual relationship;
- b. verification of identity and age of majority;
- c. production, editing, distribution, and exploitation of content;
- d. managing payments, billing, and tax compliance;
- e. compliance with legal and contractual obligations;
- f. prevention of fraud, abuse, exploitation, trafficking, illegal content, or unauthorized use;
- g. retention of evidence of consent, age, identity, and rights;
- h. handling complaints, requests for removal, or the exercise of rights;
- i. cooperation with platforms, payment service providers, acquiring institutions, card networks, advisors, authorities, or courts where applicable; and

j. legal defense of DriveX.

DriveX will inform the Participant, through the relevant information clause or privacy policy, regarding the identity of the data controller, purposes, legal bases, recipients, international transfers, retention periods, and data protection rights.

La documentación y registros de compliance podrán conservarse mediante secure internal compliance storage systems operated by DriveX Studios SL.

### **13. Intellectual property rights and production materials**

Unless otherwise agreed in writing, ownership of the intellectual property rights, audiovisual production rights, and exploitation rights regarding the recordings, photographs, clips, edited materials, masters, files, metadata, designs, promotional materials, and other elements produced by DriveX shall belong to DriveX or to whomever it designates.

The Participant may not use, reproduce, distribute, publish, sell, sublicense, or exploit the content produced by DriveX without prior written authorization, unless expressly agreed otherwise.

### **14. Confidentiality**

The Participant agrees not to disclose confidential information regarding DriveX, the production, scripts, scenes, participants, financial terms, internal documentation, technical processes, platforms, commercial agreements, security measures, or any other non-public information to which they gain access during the production.

This obligation shall not prevent the Participant from complying with legal obligations, cooperating with competent authorities, or exercising inalienable rights.

### **15. Security, distribution, and anti-piracy**

DriveX may implement technical, organizational, and contractual measures to protect the content against unauthorized access, illegal copying, redistribution, scraping, unauthorized recording, improper indexing, piracy, or unauthorized exploitation by third parties.

The Participant acknowledges that, despite such measures, online distribution may involve inherent risks of copying, capturing, downloading, unauthorized dissemination, or circulation on the internet by unauthorized third parties.

DriveX will act reasonably to prevent, detect, and pursue unauthorized uses of the content when it becomes aware of them and when it is technically and legally possible.

### **16. Legal compliance and prohibited content**

The Parties agree to comply with applicable Spanish and European regulations, including those relating to:

- a. image rights, honor, privacy, and personal image;
- b. personal data protection;

- c. intellectual property;
- d. adult audiovisual content;
- e. protection of minors;
- f. sexual freedom and autonomy;
- g. prevention of exploitation, coercion, trafficking, and abuse;
- h. information society services;
- i. consumers and users, where applicable; and
- j. applicable tax, labor, or commercial obligations.

Any production, distribution, or exploitation of content involving minors, lack of consent, exploitation, coercion, trafficking, non-consensual violence, abuse, document forgery, infringement of third-party rights, or any other unlawful conduct is strictly prohibited.

#### **17. Termination**

A material breach of the obligations set forth in this contract may result in its termination, without prejudice to any claim for damages that may be applicable.

In particular, DriveX may terminate the contract, suspend the use of the content, or take legal action in the event of:

- i. false statements regarding the Participant's age, identity, or legal capacity;
- ii. forgery or tampering with documents;
- iii. lack of or defect in consent;
- iv. breach of essential warranties;
- v. substantiated claims by third parties;
- vi. infringement of image rights, intellectual property rights, or data protection rights;
- vii. breach of confidentiality;
- viii. unauthorized use of content; or
- ix. any circumstance that may give rise to legal, reputational, criminal, regulatory, contractual, or compliance risks for DriveX.

#### **18. Liability**

Each Party shall be liable for any damages, losses, penalties, claims, or costs arising from its own breach of this agreement or applicable regulations.

The Participant shall be liable to DriveX for any false statements, inaccuracies in the documentation provided, lack of legal capacity, existence of undisclosed contractual restrictions, or any breach of the warranties assumed in this agreement.

#### **19. Governing Law and Jurisdiction**

This contract shall be governed by and construed in accordance with Spanish law.

Unless a different mandatory jurisdiction applies, the Parties submit to the Courts and Tribunals of \_\_\_\_\_, expressly waiving any other jurisdiction that may apply to them.

**20. Signature**

And in witness whereof, the Parties sign this contract, in duplicate and for a single purpose, at the place and date indicated.

In \_\_\_\_\_, *on the* \_\_\_ *of* \_\_\_\_\_, **20**.

**For DriveX Studios SL**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**The Participant**

Name: \_\_\_\_\_  
ID/NIE/Passport: \_\_\_\_\_  
Signature: \_\_\_\_\_

**APPENDIX I – DECLARATION OF AGE OF MAJORITY, IDENTITY, AND CONSENT**

I, Mr./Ms. \_\_\_\_\_, with ID/NIE/Passport No. \_\_\_\_\_, hereby expressly declare that:

1. I am over 18 years of age.
2. I have provided valid official documentation to verify my identity and age.
3. I am voluntarily participating in adult audiovisual content.
4. I am aware of the sexual, erotic, or explicit nature of the content.
5. I am not acting under coercion, threat, deception, exploitation, trafficking, undue pressure, or intimidation.
6. I give my free, informed, specific, and express consent for the recording and use of the content.
7. I authorize the use of my image, voice, stage name, performance, and other identifying elements in accordance with the signed contract.

8. I understand that the content may be distributed online and made accessible in various territories.
9. I have had the opportunity to read the contract, ask questions, and decide freely.

Date: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

## **APPENDIX II – IDENTIFICATION OF THE CONTENT OR PRODUCTION**

**Title or reference of the production:** \_\_\_\_\_

**Date of recording:** \_\_\_\_\_

**Recording location:** \_\_\_\_\_

**Type of content:** \_\_\_\_\_

**Stage name of the Participant:** \_\_\_\_\_

**Other participants:** \_\_\_\_\_

**Producer/production manager:** \_\_\_\_\_

**Specific comments or restrictions:** \_\_\_\_\_

