

Terms & Conditions

Agreement between Client and AICREATIVV

AICREATIVV

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Versions

Format: **X.Y**

X: Major changes (New clauses, structural changes, updated policy)

Y: Minor changes (Small edits, date changes, grammar)

Version	Date	Summary of Changes	Reviewed by	Approved by
2.0	Wednesday, 1 January 2025	First major change after version produced in 2024	<ul style="list-style-type: none">• Elroy Ramantan, Business Lead• Imamull Qhaeer, CEO	Imamull Qhaeer, CEO
3.0	Monday, 18 August 2025	<ul style="list-style-type: none">• Changed to two columns, minor font size change• Business Address change• Added Background IP, Safety, Client-provided materials clauses• Added a new data protection and file retention clause• Removed interest upon late payment clause• Added Anti-Bribery compliance• E-Signatures now deemed same effect as original• Added non-disparagement• No Exclusivity clause• Portfolio clause extended• Added 4 more definitions to ensure clarity• Raw files are not considered as deliverables• New Health, Safety and Permits Clause• Added Generative Tools & AI Use clause• Added changes to terms clause	<ul style="list-style-type: none">• Elroy Ramantan, Business Lead• Hafiz Sulaiman, Agency Accounts Manager• Raf Zaini, Producer• Amal Osmera, Co-Founder & Creative Director• Iman Shamsuddin, Creative Lead• Imamull Qhaeer, CEO	Imamull Qhaeer, CEO

Agreement

This Agreement for Creative Services (the "Agreement") is made and entered into as of the **date when the quotation is signed (the "Effective Date")** by and between **AICREATIVV, P20026018**, a creative agency specialised in providing brand strategy, identity design, social media & production, with its principal place of business at **No.22, Simpang 342-22-101, Kampung Tungku, Mukim Gadong, Negara Brunei Darussalam**, ("Agency") and **the client specified in the quotation ("Client")**, with business address provided by the client in the quotation.

WHEREAS, Agency is engaged in the business of providing creative services, and Client desires to engage Agency to provide such services in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONTACT INFORMATION

The contact information for both Agency and Client is defined in the quotation.

2. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

- 2.1. "Agreement" means this document, including any appendices and schedules attached hereto, as may be amended from time to time by mutual written agreement of the parties.
- 2.2. "Agency" means AICREATIVV, a company organised and existing under the laws of Brunei Darussalam, with its principal place of business located at No.22, Simpang 342-22-101, Kampung Tungku, Mukim Gadong, Negara Brunei Darussalam.
- 2.3. "Client" refers to the party specified in the quotation, and its primary business address as detailed in the quotation.
- 2.4. "Confidential Information" means any non-public information disclosed by one party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects, which is designated as "Confidential," "Proprietary," or some similar designation.
- 2.5. "Effective Date" means the date when the quotation is signed by both parties.
- 2.6. "Services" means the services to be performed by Agency as described in the quotation, as may be amended from time to time by mutual written agreement of the parties.
- 2.7. "Work Product" means all materials created by Agency in the course of performing the Services, including concepts, drafts, interim files, prototypes, tests, and Deliverables.
- 2.8. "Scope of Work" means the work that has been agreed upon by both parties in the form of a quotation provided by the Agency along with the payment milestones and project timeline.
- 2.9. "Sign Off" means the Client's agreement, acknowledgment, and confirmation that they have no further changes to request for a deliverable or phase, and that it meets their expectations, allowing both parties to use the signed-off deliverable or phase as a reference for the creative process and to proceed to future project phases.
- 2.10. "Revision" refers to changes made to a deliverable prior to its final version. Revisions are limited as per the terms stipulated in scope of work, stipulated in the quotation.
- 2.11. "Termination Fee" means a fee calculated as a percentage of the total contract value, depending on the stage of the project at the time of termination, which shall be payable by the Client to the Agency in the event of termination for convenience, as specified in a separate termination fee schedule agreed upon by both parties. This will be calculated upon termination.
- 2.12. "Deliverables" means the final, approved outputs expressly identified as deliverables in the applicable Quotation (including their quantities, formats, durations, and specifications—e.g., "3 x 30-sec vertical videos," "12 edited photos," "1 website landing page design"). Deliverables are the files provided by Agency to Client upon acceptance and subject to the Agreement's payment terms. Deliverables do **not** include drafts, alternate concepts, unused explorations, behind-the-scenes materials, or Raw Files unless expressly itemized as deliverables in the Quotation.
- 2.13. "Background IP" means Agency's pre-existing or general methodologies, processes, templates, libraries, presets, LUTs, scripts, stylescapes, wireframes, and other tools developed outside the Scope of Work. Background IP remains Agency property; to the extent any Background IP is embedded in the Final Deliverables, Client receives a non-exclusive, perpetual, worldwide license to use it only as incorporated in those Deliverables.

- 2.14. "Raw Materials" means underlying source/working files and production assets used to create Deliverables, such as camera RAW footage, unedited clips, project timelines, layered design files, 3D scenes, code repositories, LUTs/presets, and working papers. Raw Materials are not Deliverables unless expressly purchased and itemized in the Quotation.

3. CONFIDENTIALITY

- 3.1. Each party acknowledges that, in the course of performing their obligations under this Agreement, it may receive or have access to Confidential Information of the other party. Both parties agree to hold each other's Confidential Information in strict confidence and shall not disclose it to any third party or use it for any purpose other than as necessary to perform their obligations under this Agreement. The receiving party shall take all reasonable precautions to prevent unauthorised disclosure or use of the disclosing party's Confidential Information, using at least the same degree of care as it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care.
- 3.2. The obligations of confidentiality under this Section 3 shall not apply to information that (i) is or becomes publicly available without breach of this Agreement by the receiving party, (ii) is rightfully received by the receiving party from a third party without an obligation of confidentiality, (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or (iv) is required to be disclosed by law, regulation, or court order, provided that the receiving party gives the disclosing party prompt written notice of such requirement to allow the disclosing party an opportunity to seek a protective order or other appropriate remedy.

4. INTELLECTUAL PROPERTY

- 4.1. All Intellectual Property created by Agency in the course of providing the Services, including but not limited to all designs, concepts, ideas, and other work product, shall be the exclusive property of Client upon full payment of all fees and expenses due hereunder. Agency hereby assigns to Client all right, title, and interest in and to such Intellectual Property, and agrees to execute any documents and take any other actions as may be reasonably necessary to effectuate such assignment.
- 4.2. Notwithstanding clause 4.1, all pre-existing or generic methodologies, processes, templates, libraries, presets, LUTs, scripts, stylescapes, wireframes, and other tools used or developed by Agency outside the Scope of Work ("Background IP") remain the exclusive property of Agency.
- 4.3. Unless expressly purchased and stated in the quotation, underlying raw files and project files (e.g., RAW footage, project timelines, layered design files) are not Deliverables and are retained by Agency. Delivery of raw materials, if requested, will be quoted separately.

5. TERM AND TERMINATION

- 5.1. This Agreement shall commence on the Effective Date and shall continue until the completion of the Services, unless earlier terminated in accordance with the provisions of this Section 5.
- 5.2. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party if the other party breaches any material term or condition of this Agreement and fails to cure such breach within the thirty (30) day notice period.
- 5.3. Client may terminate this Agreement for convenience at any time upon written notice to Agency. In the event of termination for convenience by the Client, the Client shall compensate Agency for all Services performed and

expenses incurred up to the date of termination, as well as any applicable termination fees, which shall be calculated as a percentage of the total contract value, depending on the stage of the project at the time of termination. The termination fees shall be specified in a separate termination fee schedule agreed upon by both parties.

- 5.4. Upon termination of this Agreement for any reason, Agency shall deliver to Client any work product completed up to the date of termination, subject to the payment of all amounts due to Agency under this Agreement.

6. RESPONSIBILITIES OF AGENCY AND CLIENT

- 6.1. Agency shall be responsible for providing the Services in a timely, professional, and workmanlike manner, in accordance with industry standards and the terms and conditions of this Agreement.
- 6.2. Agency shall assign appropriate personnel with the necessary skills and expertise to perform the Services and shall be responsible for overseeing and managing the performance of the Services.
- 6.3. Agency shall maintain regular communication with the Client and provide status updates regarding the progress of the project.
- 6.4. Client shall be responsible for providing Agency with all necessary information, materials, and resources required for Agency to perform the Services, including but not limited to any text, images, logos, and other content to be incorporated into the work product.
- 6.5. Client shall be responsible for obtaining any necessary third-party consents, licenses, or permissions required in connection with the use of any materials provided by Client to Agency for inclusion in the work product.
- 6.6. Both parties agree to maintain open communication channels and promptly respond to requests, questions, or concerns raised by the other party during the project's course, ensuring the project's efficiency.
- 6.7. Client shall review and provide timely feedback on deliverables during revision rounds, adhering to the time limit for revisions as stipulated in the scope of work. The time limit for revisions is established to ensure that the Agency can produce work to the best of its abilities within the agreed-upon timeline, maintaining the project's efficiency and quality.
- 6.8. Client shall provide **Sign Off** on deliverables or project phases as they are completed. Upon Sign Off, the deliverable or phase will be considered final and will serve as a reference for future phases in the project. Client acknowledges that once they provide Sign Off on a deliverable or phase, no further changes or revisions will be permitted for that specific deliverable or phase without incurring additional charges and potentially affecting the project timeline.
- 6.9. Talent & Location Releases. Client acknowledges that specific deliverables may require signed releases. Where Agency procures such releases, costs are billable disbursements. Where Client provides talent/locations, Client is responsible for ensuring permissions are secured.
- 6.10. Music & Media Licensing. Unless expressly stated in the quotation, music and stock licenses cover **online organic use** only. Broadcast, paid media, or extended usage will require upgraded licenses at additional cost.
- 6.11. Client-Provided Materials. Client warrants that any content it supplies (logos, copy, media) is cleared for use and non-infringing; Client will indemnify Agency for claims arising from such materials (see clause 20).

7. CLIENT DELAYS

- 7.1. If the client causes a delay in the production timeline, Agency will not be held liable for any additional costs, expenses or losses incurred as a result. The client shall be responsible for any delay and shall use all reasonable endeavours to ensure that the agreed timeline is maintained.
- 7.2. If the client delay results in Agency being unable to complete the work, Agency shall be entitled to issue an invoice for work already completed and for all expenses incurred up to the point of delay.
- 7.3. Agency reserves the right to re-negotiate the delivery date if a delay caused by the client results in the original delivery date being impossible to achieve. In such instances, Agency shall provide the client with a revised timeline and an estimate of any additional costs incurred.
- 7.4. If the delay is caused by adverse weather conditions or any other event outside of the client's control, Agency will work with the client to minimise any additional costs and to complete the work as soon as reasonably possible. However, Agency shall not be held liable for any additional costs, expenses or losses incurred as a result of such delay.

8. CLIENT FEEDBACK AND AMENDMENTS

- 8.1. Feedback is an essential part of the design and execution process, we offer rounds of reasonable amends within the agreed-upon project scope. A round of amends is defined as reasonable changes or revisions to the project or deliverable that can be completed within a single feedback cycle. Reasonable changes may include minor adjustments to timing, pacing, or visual effects for videos and copy, elements and placements for designs.
- 8.2. Scope Limitation: Any changes or additions requested by the client must remain within the project scope originally agreed upon in the initial quotation. If the client wishes to introduce changes that go beyond this scope, such changes will be considered "out of scope."
- 8.3. Out-of-Scope Amendments: It's important to note that changes considered out of scope will require a new quote and mutual agreement from both parties before any further work is carried out. Out-of-scope amendments might include those that necessitate significant re-editing, additional filming, or substantial alterations to the project's direction or objectives.
- 8.4. Additional Charges: In the event that the client requests more rounds of reasonable amends or any amendments than initially agreed upon number of rounds, deemed out of scope after the final deliverable has been delivered and approved, any additional work required will be subject to additional charges subject to the current rates the Agency see fit at the time of charging.
- 8.5. Mutual Agreement: The scope of any additional work will be agreed upon by both parties in writing before work commences. This ensures that both the client and service provider have a clear understanding of the nature and extent of the additional work and its associated costs.

9. CLIENT RESPONSIBILITIES FOR SPECIFIED ROUNDS OF AMENDMENTS

- 9.1. Prompt Feedback: The client is responsible for providing clear and timely feedback within a reasonable timeframe after each round of revisions is submitted. Delays in feedback may impact project timelines and may result in additional costs if extended amendments are required.
- 9.2. Scope Adherence: The client's requests for amendments should align with the originally defined project scope. Any fundamental changes to the project direction or objectives should be separately communicated and mutually agreed upon, as these changes may lead to adjustments in project timelines and costs.

- 9.3. Consolidated Feedback: To optimise the revision process, the client is encouraged to consolidate feedback from all key stakeholders and follow the procedures of Agency's project management which will be briefed during the kickoff. This should include specific comments, suggested changes, and any visual or written references where applicable.
- 9.4. Designation of a Single Point of Contact: To maintain efficient communication, the client should designate a single point of contact responsible for coordinating and relaying feedback to our team. This ensures clarity and minimises potential miscommunications.
- 9.5. Adherence to Deadlines: The client is responsible for adhering to mutually agreed-upon deadlines for each round of amendments. Failure to meet deadlines may result in project delays, additional costs, or rescheduling.
- 9.6. Clarity in Communication: The client should communicate their expectations, preferences, and objectives clearly. Unclear or ambiguous instructions may lead to misinterpretation and additional revision cycles.
- 9.7. Approval and Sign-off: Once the client is satisfied with the final round of amendments, they are responsible for providing formal approval and sign-off. This signifies the completion of the project or deliverable and initiates any subsequent phases, such as production or delivery.
- 9.8. Additional Rounds: If the client requests more than the agreed-upon number of revisions as stated in the quotation, or if no specific number is mentioned, exceeding the standard two rounds of revisions, this will be considered a change in project scope. As a result, additional costs and an adjusted timeline may apply. The client should communicate any such requests promptly.

10. SCOPE AND TERM OF WORK

- 10.1. The scope of work to be provided by Agency is defined in the breakdown section of the quotation.
- 10.2. The completion timeline is defined in the quotation under the effective date and end date, as stipulated in the project timeline. If not specified in the quotation, the timeline may also be provided by the project manager upon project kickoff, which will be discussed with the client.
- 10.3. If the project timeline exceeds six (6) months or extends beyond the originally agreed-upon timeframe without a valid explanation and substantiated justification, the Agency reserves the right to request compensation for the extended period. However, the Agency will assess such situations on a case-by-case basis and, where reasonable, may choose not to enforce additional charges. The Agency values fairness and will take all circumstances into consideration before taking any action.

11. CHANGES TO SCOPE OF WORK

- 11.1. Changes to the agreed-upon Scope of Work must be proposed in writing by either party. Proposed changes will be discussed promptly, and if agreed upon, documented in a Change Order. The Change Order will outline the revised Scope of Work, any adjustments to the project timeline, and the associated costs, if any. The Client agrees to pay any additional fees and expenses resulting from approved changes.
- 11.2. If, at any time during the project, the Client requires additional services beyond the initial Scope of Work, such requests must be discussed between the parties. The Agency will provide a new quotation for the additional services. The discussion will also include an assessment of the potential impact on the project timeline. The Client acknowledges that these add-on services may result in adjustments to both costs and timelines.
- 11.3. Changes are effective only when documented in a signed Change Order, and no party is bound by changes unless

agreed to in writing by both parties. Failure to follow this process may lead to delays and additional costs.

12. PROJECT DURATION, DELIVERY & CLOSURE

- 12.1. Project Commencement: The project will start on the agreed date, confirmed in writing. Project will only commence when kickoff funds are reflected in Agency's bank.
- 12.2. Project Timeline: Key milestones and deadlines will be outlined in the project scope. Any changes will be communicated and agreed upon. This will be done by the Project Manager during or after kickoff.
- 12.3. Delays & Adjustments: While the Agency aims to meet deadlines, unforeseen delays may occur. If so, the Agency will notify the Client and provide an updated timeline.
- 12.3.1. Rescheduling by Client. Confirmed shoot days rescheduled by Client less than 5 business days prior: 50% of day rate + non-refundable third-party costs. Less than 48 hours prior: 100% of day rate + non-refundable costs.
- 12.3.2. Overtime. Shoot days exceeding the quoted schedule are billed in hourly blocks at 1.5x the standard hourly rate, rounded up to the next hour. Client will be notified beforehand.
- 12.3.3. Weather & Safety. For weather or safety-related postponements, Agency will use reasonable efforts to minimise costs.
- 12.4. Deliverables & Format: Deliverables will be provided as per the agreed timeline and format specified in the project scope.
- 12.5. Client Responsibilities: Timely feedback, approvals, and required materials from the Client are essential to keeping the project on schedule. Delays from the Client may impact the timeline.
- 12.6. Partial Deliveries: Some deliverables may be provided in phases, with a schedule outlined by the Agency.
- 12.7. Final Delivery & Approval: Upon completion, the Client must review and formally approve the final deliverables in writing, "Sign Off". Sign offs can be via project management application used during the project, or via email.
- 12.8. Project Closure: Once approved, the project is considered closed. Any further work will require a new agreement and quotation.

13. PAYMENT SCHEDULE

- 13.1. The payment schedule for Agency's services is set forth in payment milestones in the quotation.
- 13.2. Payments shall be due within twenty-eight (28) business days unless otherwise stipulated in the invoice. Any payments not received by the due date shall give the Agency the right to withhold final deliverables or pause any work progress until the funds are successfully reflected in the Agency's bank account. The Agency shall not be responsible for any timeline extensions or project delays resulting from such payment delays.
- 13.3. Client shall be responsible for any sales, use, or other taxes imposed on the Services, excluding taxes based on Agency's income.
- 13.4. Deposits or upfront payments made by the Client are **non-refundable**, as these payments may be immediately used for project mobilisation and securing resources for the project.

14. LATE PAYMENT

- 14.1. If the Client fails to make a payment by the due date, the Agency reserves the right to suspend all services, withhold deliverables, and pause project progress until the outstanding payment is received. This suspension may affect project timelines, and the Agency shall not be held responsible for any resulting delays.

15. CANCELLATION POLICY

- 15.1. Once the Client and Agency have confirmed and signed a project agreement, and the Client decides to cancel the project after contract signing, invoice issuance, and receipt of the first payment for no valid reason, the following cancellation fees will apply:
- 15.1.1. More than 15 days before the project start date – 25% of the total project fee will be due and payable.
 - 15.1.2. Between 15 and 5 days before the project start date – 50% of the total project fee will be due and payable.
 - 15.1.3. Less than 5 days before the project start date – 100% of the total project fee will be due and payable.
- 15.2. For the purposes of this clause, the project start date is defined as the date when the first invoice payment is successfully reflected in the Agency's bank account.
- 15.3. These fees are in place because project confirmation leads the Agency to commit time and resources, often requiring the rejection of other potential projects. Cancellations at short notice result in financial losses and opportunity costs for the Agency.
- 15.4. If cancellation occurs before the contract is signed, before the invoice is issued, and before any payment is made, no cancellation fees will be applied.
- 15.5. Clause 15 will not take effect if the event in clause 5.2 occurs.

16. LIABILITY

- 16.1. Agency's liability to Client for any claim arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall be limited to the amount of fees actually paid by Client to Agency under this Agreement. In no event shall Agency be liable for any indirect, special, incidental, consequential, or punitive damages, or for any lost profits, lost data, or business interruption damages, even if Agency has been advised of the possibility of such damages.

17. RELEASE OF CREATOR INFORMATION

- 17.1. Upon Client's request, Agency shall provide Client with the names and contact information of any creators involved in the development of the work product, subject to any applicable privacy laws and regulations.

18. REPRODUCTION FOR PORTFOLIO & DATA STORAGE

- 18.1. Agency shall have the right to **reproduce and display any work product** created under this Agreement in its portfolio and for other promotional purposes, provided that Agency shall not disclose any Confidential Information of Client in connection with such reproduction and display.
- 18.2. Third-Party Rights. If any original music/talent/stock licenses restrict portfolio use, Agency will either (a) secure appropriate rights, or (b) substitute licensed alternatives for the portfolio version.
- 18.3. Reasonable Edits for Showcase. For portfolio presentation, Agency may create reasonable showcase materials such as cut-downs, montages, crops, format conversions, captions/subtitles, mockups, composites, annotated breakdowns, and minor color/graphics adjustments—provided that (a) the work is not misrepresented, (b) no confidential information is disclosed, and (c) the Client's brand is treated respectfully.
- 18.4. Retention. Agency retains project archives for **6 months** after final delivery. Retrieval after this period may not be possible

as Agency will run scheduled data wipes, or may incur a restoration fee if data is still available.

- 18.5. Security. Agency uses reasonable administrative and technical safeguards appropriate to a creative services firm. Client understands Agency is not a data processor of personal data unless explicitly agreed in writing.
- 18.6. Transfer. Final assets are delivered via standard cloud links; links may expire after **30 days**. This may be caused due to scheduled online storage cleanup.
- 18.7. Agency will not publish unreleased campaign materials prior to Client's first use, and will remove or mask commercially sensitive information upon written request.

19. WARRANTIES AND REPRESENTATION

- 19.1. Agency warrants that it has the necessary skills, expertise, and resources to perform the Services in accordance with this Agreement, and that the work product will be free from defects in materials and workmanship for a period of ninety (90) days from the date of delivery.
- 19.2. Client warrants that it has the legal right and authority to enter into this Agreement and to perform its obligations hereunder, and that any materials provided by Client to Agency for inclusion in the work product do not infringe any third-party intellectual property rights.

20. INDEMNIFICATION

- 20.1. Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, and expenses arising out of or in connection with any third-party claim based on or resulting from the indemnifying party's breach of this Agreement, or the negligence or wilful misconduct of the indemnifying party or its employees, agents, or subcontractors.

21. FORCE MAJEURE

- 21.1. Neither party shall be liable for any failure or delay in performance under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of God, labor disputes, war, terrorism, fire, flood, or other natural disasters, provided that the affected party gives the other party prompt written notice of such cause and uses its best efforts to resume performance as soon as possible.

22. GOVERNING LAW

- 22.1. This Agreement shall be governed by and construed in accordance with the laws of the Brunei Darussalam, without regard to its conflicts of law provisions.

23. ENTIRE AGREEMENT

- 23.1. This Agreement, together with any Exhibits and Appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties relating to the subject matter hereof.

24. AMENDMENT AND WAIVER

- 24.1. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provisions.

25. SEVERABILITY

- 25.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or enforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26. COUNTERPARTS

- 26.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 26.2. E-Signatures. The parties agree that electronic signatures and approvals (including via project management tools or email) have the same effect as originals.
- 26.3. Notices. Formal notices must be sent to the addresses in clause 1 by email with delivery confirmation and are deemed received on the next business day.

27. INDEPENDENT CONTRACTOR STATUS

- 27.1. Agency is an independent contractor and not an employee or agent of Client. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employer-employee, or agency relationship between the parties.

28. NON-SOLICITATION

- 28.1. During the term of this Agreement and for a period of one (1) year thereafter, Client agrees not to solicit, directly or indirectly, any employee, agent, or subcontractor of Agency who is involved in the performance of the Services, for the purpose of employing or engaging such person in any capacity similar to that in which they were employed or engaged by Agency.

29. ASSIGNMENT & NON-EXCLUSIVITY

- 29.1. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except that either party may assign this Agreement to a successor in interest in the event of a merger, acquisition, or sale of substantially all of its assets, provided that the assignee assumes all of the assignor's obligations under this Agreement.
- 29.2. Non-Exclusivity. Unless expressly stated in the quotation, this Agreement is non-exclusive and neither party is restricted from entering similar agreements with other parties, including Client's competitors. Exclusivity is chargeable.

30. DISPUTE RESOLUTION

- 30.1. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the parties agree to first attempt in good faith to resolve such dispute through negotiation. If the parties are unable to resolve the dispute through negotiation, the parties agree to submit the dispute to mediation in accordance with the then-current rules of a mutually agreed upon mediation service provider.

31. NON-DISCLAIMER OF AGREEMENT TERMS

- 31.1. Except as required by law, neither party shall disclose to any third party the terms of this Agreement, including without limitation the fees and expenses payable hereunder, without the prior written consent of the other party.

32. ETHICS AND ANTI-CORRUPTION

- 32.1. Compliance. Each party will comply with applicable anti-bribery, anti-corruption, and gift policies, and will not offer,

give, solicit, or accept any undue advantage in connection with this Agreement. Reasonable hospitality or tokens must comply with Client policy.

- 32.2. Mutual Non-Disparagement. Each party agrees to refrain from public statements (including social media) that materially disparage the other in relation to the Services. Good-faith feedback in internal channels and lawful disclosures are excluded.

33. HEALTH, SAFETY AND PERMITS

- 33.1. Agency may suspend any activity it deems unsafe. Client is responsible for ensuring safe access to locations and obtaining necessary permits/permissions (including drone and venue permits) unless otherwise agreed. Client indemnifies Agency for claims arising from unsafe conditions provided by Client.

34. GENERATIVE TOOLS & AI USE

- 34.1. Agency may use industry tools (including AI-assisted software) for **internal ideation, efficiency, or post-production**, but Final Deliverables will be **original, license-cleared, and free of third-party claims**. Client Confidential Information will **not** be used to train any external model. If Client requests **AI-generated outputs** as Deliverables, usage and risk will be documented and approved in writing.

35. CHANGES TO TERMS AND CONDITIONS

- 35.1. AICREATIVV may update these Terms and Conditions from time to time. Updated terms become effective on the Effective Date stated in the header and are posted at aicreativv.com/legal. Unless agreed otherwise in writing:
- 35.2. Updates apply prospectively to:
(a) new Quotations/SOWs issued on or after the Effective Date;
(b) renewals, extensions, or change orders entered on or after the Effective Date; and
(c) new phases of work not yet scoped or accepted.
- 35.3. For a current, accepted Quotation/SOW, the version of the Master Terms in effect on the SOW's acceptance date continues to govern that SOW through completion.
- 35.4. For updates affecting ongoing retainers without a fixed end date, AICREATIVV will provide notice (email or invoice footer). If Client objects within 10 business days, the prior terms will remain in effect for the then-current retainer period; updates will apply on the next renewal.
- 35.5. Order of Precedence. If there is any conflict between a signed Quotation/SOW and these Master Terms, the Quotation/SOW prevails for that project.

36. SURVIVAL

- 36.1. The provisions of this Agreement that, by their nature, should survive the termination or expiration of this Agreement, including but not limited to the clauses related to confidentiality, intellectual property, indemnification, dispute resolution, and any other provisions that reasonably may be expected to have continuing effect, shall survive the termination or expiration of this Agreement and continue in full force and effect.