



Spark UGC - Terms & Conditions

These Terms & Conditions govern the production of specific advertisement assets ("assets") by Spark UGC LTD ("The Company") for its Clients/Customers. The Company is responsible for the ideation and production of these assets.

In the context of these Terms & Conditions, "The Project" shall refer to any and all undertakings initiated by a Client/Customer in collaboration with The Company that relate to the production of assets as defined herein. This encompasses all activities, tasks, and services conducted or provided by The Company in the process of developing and delivering the agreed-upon assets.

PACKAGE SELECTION: Clients can choose from three distinct packages for asset production, each offering a unique scope of services and deliverables.

DETAILING OF PACKAGES: The specifics of each package are outlined in the "Packages Document." For any additional or custom alterations to these packages, details will be communicated in writing to ensure clarity and mutual understanding.

CLIENT COMMITMENT: The selection of a package and the agreement to the Terms & Conditions specified in the "Packages Document" represent the Client's commitment to the project.

CONFIRMATION:

By making payment to the Company for any given package, both parties acknowledge and accept the Terms & Conditions and to fulfil their promises as outlined.

1. **SERVICES & DELIVERABLES:** The Company agrees to develop assets in alignment with the Client's directions and specifications. Given the inherently fluid nature of UGC content creation, the Company does not adhere to fixed delivery dates, instead prioritising flexibility and the highest standard of production.

1.1. **ASSET DELIVERABLES:** The assets produced will be in direct exact detail as detailed in the relevant "PACKAGES DOCUMENT". The Client's rights to request revisions and the conditions pertaining to these revisions will be clearly detailed in the "PACKAGES DOCUMENT".

1.2. **DELIVERY SPECIFICATION:** Unless otherwise required, all assets will be created in a standard 9X16 1080p video format for standard use across social media advertising platforms. Any additional delivery requirements outside this standard must be agreed upon prior to commencement of production as these might incur additional costs.

1.3. **FEEDBACK:** Prompt provision of feedback on these revisions by the Client is essential for maintaining an effective production timetable.

1.4. **ASSET DELIVERY & RIGHTS:** Upon completion, the Company shall deliver the Client with the final assets. All raw footage, project files, and related materials created during the production process shall remain the intellectual property of the Company. The Client shall receive unfettered global rights to use the final assets indefinitely.

2. **FEES AND PAYMENT TERMS.**

2.1. **PAYMENT:** All payments for the production of assets are to be made in full, free of all bank charges and commissions, in GBP Sterling, prior to the commencement of work. This ensures a smooth start and progress of the project.

2.2. **PROJECT RATE:** The total cost for the project is detailed in the "Deliverables Document". This fixed rate covers the entire scope of work and includes all aspects of asset production.

- 2.3. **CANCELLATION POLICY:** If the project is cancelled before the client's approval of the production brief, a cancellation fee of 50% of the total project cost, as stated in the "Deliverables Document", will be charged. Once the client has approved the production brief, signifying the start of the asset production process, no refunds will be issued for any cancellations.
- 2.4. **ADDITIONAL WORK:** Any work outside the scope outlined in the "Deliverables Document" may result in additional charges. These additional costs will be specified in writing and agreed upon before commencing such work.
3. **INDEPENDENT CONTRACTOR:** It is understood that Company's status under these Terms & Conditions is that of an independent contractor and that all persons engaged by Company in performing its obligations shall not be deemed employees of Client.
4. **LIABILITY:** Company shall ensure that assets produced by Company complies with the laws of the United Kingdom and does not infringe any intellectual property rights (including copyright) or any other rights of third parties.
5. **CONFIDENTIALITY:** The Company understands that some information for said media(s) may be of a confidential and/or sensitive nature. Company agrees, at Client's written request, to require, within reason, those engaged for the production to sign appropriate agreements not to discuss or disclose information about the product or the Specified Media(s) except as such disclosure may be necessary for Company to produce media(s) in the usual and customary manner under these Terms & Conditions.
6. **TERMINATION OF THE PROJECT:** Both the Company and the Client reserve the right to terminate the project at any stage. If the Company decides to terminate the project, they have no further obligations. In the event the Client terminates the project before approving the production brief, they are eligible for a refund of 50% of the total project budget. However, if termination occurs after the Client has approved the production brief, marking the start of the asset production process, no refund will be issued. In both scenarios, the Client remains responsible for any production expenses incurred up to the point of termination. Once these expenses are settled, all obligations related to the project under these terms are considered fulfilled.
7. **CONTINUING OBLIGATIONS OF CLIENT.** All provisions of these Terms & Conditions relate to the protection of Company's Confidential Information, Non-Solicitation and Non-Competition, Limitation of Liability, Indemnification, and Dispute resolution, shall survive expiration or termination of the project.
8. **ADDITIONAL PROVISIONS.**
- 8.1. **ARBITRATION.** Any dispute arising out of or relating to the project, or any breach thereof, shall be resolved by binding arbitration in the United Kingdom in accordance with the Arbitration Rules of the The London Court of International Arbitration (LCIA) then in effect, and judgement on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. All costs and expenses, including attorney's fees, relating to the resolution of any such dispute shall be borne by the party incurring such costs and expenses. Notwithstanding their promise to arbitrate all disputes, the Parties acknowledge that either of them may seek emergency or temporary injunctive relief, but absolutely no other relief, in any court of competent jurisdiction. All other disputes, claims and remedies shall be settled by arbitration.
- 8.2. **INDEMNITY.** CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD Company, AND ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, LIABILITIES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES), WHETHER IN TORT, CONTRACT, OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OF CLIENT'S WORK, WHETHER CAUSED BY Company'S ALLEGED OR ACTUAL NEGLIGENCE OR OTHERWISE.
- 8.3. **LIMITATION OF LIABILITY.** In no event shall the Company be liable to the client for any indirect, incidental, consequential or punitive damages, or for loss of profits, revenue or data, whether in an action in contract, tort, strict liability, or otherwise, even if Client advises the

Company of the possibility of those damages. Company's liability on any claim for any loss or damage arising out of or in connection with or resulting from this shall in no case exceed the value of the services provided by Client under these Terms & Conditions, as defined above. The Company shall not be liable for any penalties of any kind. Any action against The Company for any alleged breach under these Terms & Conditions must be filed within one (1) year after such action accrues and all rights of Client to initiate any action arising from The Project will terminate one (1) year after accrual.

- 8.4. **CLIENT'S REMEDY.** Client's remedy, if any, for any breach of these Terms & Conditions shall be solely in damages and Client shall look solely to the Company for recovery of such damages. Client waives and relinquishes any right Client may otherwise have to obtain injunctive or equitable relief. Client shall have no remedy for any loss, which may incur by reason of work performed by Client.
- 8.5. **INTERPRETATION.** Whenever possible, each provision of this Terms & Conditions shall be interpreted in such manner as to be effective and valid under applicable law.
- 8.6. **BINDING EFFECT.** These Terms & Conditions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Client shall have no right to (a) assign the Terms & Conditions, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Company's prior written consent which may be withheld as Company determines in its sole discretion. Any such purported assignment shall be void.
- 8.7. **NO WAIVER.** Failure of any party to exercise any rights shall not constitute a waiver of those rights.
- 8.8. **ENFORCEABILITY.** If one or more of the provisions of these Terms & Conditions shall be held unenforceable, it shall not affect the enforceability of the other provisions.
- 8.9. **SERVABILITY.** If any provision of the Terms & Conditions shall be found invalid or unenforceable, the remainder of the Terms & Conditions shall be interpreted so as best to reasonably affect the intent of the parties.
- 8.10. **AGENCY.** Client is not The Company's agent or representative and has no authority to bind or commit Company to any agreements or other obligations.
- 8.11. **AMENDMENT AND WAIVERS.** Any term or provision of these Terms & Conditions may be amended, and the observance of any term of the Terms & Conditions may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- 8.12. **FORCE MAJEURE** Notwithstanding any other terms or conditions the Company shall not be under any liability for any failure to perform any of its obligations under the Terms & Conditions due to Force Majeure. Following notification by the Company to the Client of such cause, the Company shall be allowed a reasonable extension of time for the performance of its obligations. For the purpose of this Condition, 'Force Majeure' means: Act of God, explosion, flood, tempest, fire or accident;
- War or threat of war, sabotage, insurrection, civil disturbance or requisition
 - Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
 - Import or export regulations or embargoes

- Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party)
- Difficulties in obtaining raw materials, labour, fuel, parts or machinery
- Power failure or breakdown in machinery

9. **TIME:** The Company agrees that time is of the essence and the project purchased will be completed as quickly as reasonably possible.
10. **PROFESSIONAL RESPONSIBILITY.** Nothing in these Terms & Conditions shall be construed to interfere with or otherwise affect the rendering of your services in accordance with your independent and professional judgement. You shall perform your services substantially in accordance with generally accepted practices and principles of your trade.