

INTERNATIONAL CERTIFICATION LTD
Digital Creator and Posting Agreement (TikTok, Reels, YouTube Content)

This Agreement ("**Agreement**") is entered into as of [REDACTED] ("**Effective Date**") by and between INTERNATIONAL CERTIFICATION LTD (the "**Brand**") and AA ("**Creator**").

The Brand and Creator (each a "**Party**" and collectively, the "**Parties**") agree as follows:

1. Product/Service: The Brand produces and distributes the following product or service: [REDACTED] ("**Product**").

2. Engagement: The Brand engages Creator to create the Content (see Section 3) on the terms of this Agreement and to deliver the Content to the Brand by the Delivery Date and to post the Content to Creator's social media handles following the agreed posting schedule. If the Content is delivered to the Brand in accordance with this Agreement, the Brand will pay Creator the Compensation (see Section 7).

3. Content: Creator will create the following visual content for the Brand ("**Content**"): [REDACTED]. Each piece of Content must be approximately in length and each must be suitable for distribution on the following platforms: [REDACTED] and each must follow the Guidelines (see Section 4 below) provided by the Brand.

4. Content Guidelines: Creator agrees to create the Content in accordance with the top-line brief and any other general creative, editorial, aesthetic and technical requirements, design features, and other guidelines and specifications provided by the Brand ("**Guidelines**") as well as in compliance with all applicable federal, foreign, international, state/provincial/territorial, local or other laws, rules or regulations, and self-regulatory guidelines including without limitation, the Federal Trade Commission's Guidelines on Endorsements and Testimonials (collectively; "**Laws**") and all current rules of the relevant social media platforms used by the Brand ("**Rules**").

5. Delivery Date: The Content must be delivered to the Brand by the following date: [REDACTED] ("**Delivery Date**") The Brand may terminate this Agreement if the Creator fails to deliver the Content by the Delivery Date.

6. Revisions: The Brand has the right, but not the obligation, to request revisions to the Content and if requested, Creator agrees to revise the Content in accordance with the Brand's requests and redeliver it to the Brand within five (5) business days of Brand's request.

7. Posting of Content: In addition to creating the Content for the Brand, Creator is required to post the completed Content on the following posting schedule: [REDACTED] starting on [REDACTED] and ending on [REDACTED] which will be posted to the following social media handles: [REDACTED]. Creator must “tag” the Brand’s social media handles and acknowledge that the posts are ads in accordance with the Guidelines. With the exception of the above, Creator does not have the right to exploit the Content in any manner and all exploitation rights are reserved for the Brand and to be used by the Brand, as and when the Brand sees fit.

8. Compensation: Brand will pay Creator [REDACTED] on delivery of the Content to the Brand and will pay Creator [REDACTED] for posting the Content in accordance with the posting schedule payable on delivery of verification of Creator’s posts. When paid, these amounts will be considered full and complete payment for the Content, the results and proceeds of the Content and Creator’s services in creating the Content and for all rights in the Content. The Brand will not be responsible for making any additional payments to the Creator for the use of the Content.

9. Grant of Rights to the Content: The Content is a “work made for hire” for the Brand and on payment of the Compensation, the Brand will be the sole owner of all intellectual property rights in the Content and the Brand will have the sole and exclusive right to exploit the Content in any media, in perpetuity, throughout the world, subject only to the posting schedule above. If Creator appears in the Content, Creator grants the Brand a fully paid-up and royalty-free, perpetual, irrevocable, fully transferable, non-exclusive worldwide unlimited right, and license to use Creator’s name, voice, portrait, photograph, and likeness as used in the Content in any form, manner, or media.

10. No Obligation to Use: Nothing in this Agreement requires the Brand to use any of the Content created by Creator under this Agreement.

11. Representations: Creator represents to the Brand that: (a) the Content is entirely original and is the sole property of the Creator, (b) the Content doesn’t infringe on the rights of any third parties, (c) the Brand is not required to pay any other person or entity for the use of the Content, or anything used in the Content.

12. Indemnity: Creator indemnifies the Brand against all costs, claims, and damages arising from the Creator’s breach of this Agreement.

13. Remedies: If Creator has a claim against the Brand, Creator will be limited to asking for direct monetary damages only. Creator waives the right to ask for any form of injunctive relief and will not interfere with the exploitation of the Product and the Content delivered to the Brand under this Agreement.

14. Prior agreements and enforceability: This Agreement supersedes and replaces anything that the Parties have agreed to on this subject matter before the Effective Date. If a court determines that any term or part of a term of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

15. Relationship between the Parties: Creator is creating the Content under this Agreement as an independent contractor. This Agreement does not create any form of agency, joint venture, partnership, or employment relationship between the Parties.

16. Confidentiality: The Parties agree to keep the terms of this Agreement confidential but may share it with their professional advisors.

17. Assignment: This Agreement may be assigned by the Brand but is not assignable by Creator.

18. Amendments: All changes to this Agreement will only be valid and binding on the Parties if they are made in writing and signed by both Parties.

19. Waiver: Waiver of one breach of this Agreement is not a waiver of any other breach.

20. Law and Forum: This Agreement will be governed by and construed in accordance with the laws of the state of ("State"), without regard to conflict of laws principles, and all claims must be submitted to arbitration and be resolved in the State. The prevailing Party in arbitration will be entitled to costs and legal fees.

21. Notices: Any notices will be sent via email to the address below and will be effective on receipt.

22. Additional Terms:

It is also forbidden for the Creator to create a video, article, post, or write comments about the Brand's product without the consent of the Brand.

It is forbidden for the Creator to mention the name or refer to a past video made for the Brand without the consent of the Brand.

The Brand's logo, website, and training platform can be shown in the Creator's promotional video.

The Creator transfers copyrights to use the video created for the Brand to the Brand.

The Brand can use, at his discretion, the product of the Creator for any of his purposes:

Copy, sell, and place in the public domain continuously and without royalties to the Creator.

By signing this contract, the Creator understands that there may be penalties for non-compliance:

Removal of the Creator's channel from the YouTube platform for fraudulent activities;
Penalties for removing a Brand's videos from a Creator's channel is \$10,000;
The penalty for disabling the Brand's video from public access is \$100 per hour;
The Brand's video placement has no expiry date and must be published permanently.
There are no penalties for the Creator if their YouTube Channel was removed or the YouTube platform abruptly ended their running..

The Parties have read this Agreement and understand and agree to its terms:

ACCEPTED AND AGREED:

Brand

By: O. Zbirnyk

Date:

Address: [Redacted]
[Redacted] [Redacted]
[Redacted]

Email: info@tefl-tesol-certification.com

Creator

By: AA

Date:

Address: [Redacted]
[Redacted] [Redacted]
[Redacted]

Email: a@gmail.com