

Parties. This Agreement ("Agreement") is entered into by and between **Truvito Limited**, (hereinafter referred to as "Company"), and **[Insert Creator Name]** hereinafter referred to as "Creator"), with both referred to as "Parties". "Brand" refers to any individual, company, business or entity that collaborates with the Company for marketing, advertising, User generated Content (UGC) campaigns, or any other promotional activities. This includes, but is not limited to, product-based businesses, service providers, retailers and corporate partners that engage with the Company to source content, creators, or marketing services. "Client" refers to any individual, business or entity that directly engages with the Company for paid services, including but is not limited to campaign planning, Content creation, brand strategy, or social media marketing related services.

1. Purpose.

- 1.1 Engagement: The Creator agrees to provide user-generated content (UGC), including but not limited to photos, videos, written posts, and any other agreed-upon media, for campaigns executed by the Company. The Creator also consents to be present in video and photoshoots.
- 1.2 Term: This Agreement shall remain in effect from the signing date and will continue until terminated by either party in accordance with the termination terms outlined herein.

2. Usage Rights.

- 2.1 Content Ownership: By agreeing to participate in content creation for Brands or Clients, the Creator acknowledges and agrees that all content created, including but not limited to videos, photos, graphics, and any other materials (collectively, "Content") produced for the Company or its Clients, shall be the exclusive property of the Company. The Creator hereby irrevocably assigns and transfers to the Company all rights, titles, and interests in the Content, including but not limited to copyrights, trademarks, and any other intellectual property rights. This transfer of ownership shall be effective immediately upon creation and submission of the Content, and the Creator waives any rights to further compensation, approval, or attribution related to the use of the Content. The Company shall have the right to use, edit, distribute, modify, and otherwise utilize the Content in any manner and for any purpose, without any further obligation to the Creator.
- 2.2 Brand Usage Rights: The Company retains the right to license any content to partner brands for advertising, marketing, or any other purpose.
- 2.3 Moral Rights Waiver: The Creator waives any moral rights or claims regarding how the content is used, edited, or distributed by the Company, Brands or other Clients.

3. Compensation and Payment.

- 3.1 Monetary Compensation: Creator shall only be compensated based on a pre-agreed amount that is confirmed through email, for specific campaigns and/ or content deliverable. Payments will be made following content approval by the Company or Client, and submission of an invoice by the Creator.
- 3.2 Non-monetary compensation: Non-monetary compensations may include the following,
 - a.) The Creator may be appropriately credited in any use of the content.
 - b.) The Company may provide the Creator with exposure through its owned platforms (social media, website, etc.), where the content is showcased with the aim of promoting the Creator's work and/or platform.

- c.) The Creator may use the content in their own portfolio or personal website as a representation of their work, provided that such use does not conflict with the Company's brand or business interests.
- 3.3 No Additional Compensation: The Creator shall not be entitled to royalties, commissions, or residual earnings from any revenue generated through their content beyond the agreed-upon compensation.
- 3.3 Expenses: Unless otherwise agreed in writing via email, the Company will not reimburse the Creator for any expenses incurred during content production.
- 3.4. The Creator acknowledges and agrees that the Company acts solely as an intermediary between the Creator and the Client. The Company shall process payments to the Creator only after receiving full payment from the Client. The Company shall not be liable for any delays, non-payment, or disputes arising from the Client's failure to remit payment. If the Client fails to fulfill its payment obligations, the Creator agrees that any claims for unpaid amounts must be directed to the Client, and the Company bears no financial responsibility or liability.
- 3.5 The Creator understands and agrees that all payments and fees made to the Company are non-refundable.

4. Confidentiality.

- 4.1 Definition of Confidential Information: "Confidential Information" shall include all information disclosed by the Company to the Creator, including but is not limited to oral or written means of disclosure, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, platforms, financial information, technical data, business plans, Client information, business strategy, events and trade secrets. The term "Confidential Information" also includes any other information heretofore or hereafter acquired by the Creator and deemed by it to be confidential. For purposes of this Agreement, the term "Business" shall mean: any business engaged in or being developed (including production of materials used in the Company's businesses) by the Company, or being considered by the Company, in each case, to the extent such business is primarily related to the business of marketing services, branding, management and any joint venture, partnership or agency arrangements relating to the businesses described above. For purposes of this Agreement, "Confidential Information" also means any non-public, proprietary, or sensitive information disclosed by the Company to the Creator, whether directly or indirectly, in any form (written, oral, digital, or otherwise), including but not limited to:
 - a. Business strategies, marketing plans, campaign concepts, and client information.
 - b. Brand partnerships, pricing structures, payment terms, and negotiation details.
 - c. Creator lists, brand contact details, and operational processes.
 - d. Unpublished content, scripts, materials, or media shared for campaign execution.
 - e. Any intellectual property, trade secrets, or proprietary assets of the Company or affiliated brands.
- 4.2 Confidential Information **does not** include information that:
 - i. Is or becomes publicly available through no breach of this Agreement.
 - ii. Is lawfully received from a third party without obligation of confidentiality.
- 4.3 Confidentiality Obligation: The Creator agrees to keep confidential all Confidential Information and any proprietary or sensitive business information shared by the Company, including but not limited to campaign strategies, brand partnerships, pricing structures, and marketing plans.

- 4.4 Non-Disclosure: The Creator agrees to not disclose any confidential information to third parties, including competing agencies, without the Company's written consent, and understands that the Company may seek legal recourse should any disclosure be made.
- 4.5 Ownership and Return of Materials: All Confidential Information remains the sole property of the Company. Upon request or termination of engagement, the Creator shall:
 - a. **Immediately Return or Destroy** all physical and digital copies of Confidential Information.
 - b. **Cease Use of Any Proprietary Assets** obtained during their relationship with the Company.
- 4.6 Creator Obligations: a. Maintain Strict Confidentiality – The Creator shall not disclose, share, reproduce, or use Confidential Information for any purpose outside the scope of their engagement with the Company.
 - b. Limit Access – The Creator shall not disclose Confidential Information to any third party without the Company's prior written consent.
 - c. Secure Materials – The Creator shall take all reasonable steps to protect Confidential Information from unauthorized access, use, or theft.
 - d. No Reverse Engineering – The Creator shall not attempt to reverse-engineer, replicate, or use the Company's business strategies, brand relationships, or proprietary materials for personal or third-party gain.
- 4.7 Nothing in this Agreement grants the Creator any license, ownership, or intellectual property rights to the Confidential Information.
- 4.8 Remedies and Legal Actions: The Creator acknowledges that unauthorized disclosure of Confidential Information may result in significant harm to the Company. In the event of a breach, the Company is entitled to:
 - a. Seek **injunctive relief** to prevent further disclosure.
 - b. Pursue **legal damages**, including lost profits and reputational harm.
 - c. Require **monetary compensation** for any business lost due to the breach.
- 4.9 Duration of Confidentiality: The obligations under this Agreement shall remain in effect indefinitely.

5. Non-Competition and Exclusivity.

- 5.1 No Direct Engagement: The Creator agrees that they shall not work directly with any brand introduced by the Company without written permission from Company. The Creator agrees to refer brands to contact the Company to discuss their interest in work.
- 5.2 Competing Services: The Creator shall not work with competing marketing agencies or brand campaign firms while engaging with the Company and twenty-four (24) months after the last engagement with the Company.
- 5.3 By using the services of the Company, the Creator agree that they shall not, directly or indirectly, engage in, create, or operate any service, platform, or business that competes with or is similar to the Company's offerings, including but not limited to facilitating brand-creator connections, UGC campaign services, or social media marketing, for a period of 24 months following their last engagement with the Company. Specifically the Creator agrees to not:
 - a.) Develop, launch, or participate in any platform, agency, or service that connects Brands with Creators for collaborations, UGC, or influencer marketing.
 - b.) Offer, promote, or provide personal brand-marketing services, UGC campaign execution, or any related services that overlap with the Company's scope of work.
 - c.) Solicit or engage with any content creator, Brand, or Client initially introduced through the Company for independent business purposes outside of the Company's Platform and services.

- 5.4 If the Creator is found in violation of this clause, they shall be required to pay a penalty equal to either the total amount they earned while engaging with the Company or five hundred US Dollars (\$500 USD), whichever is higher. The Company reserves the right to take further legal action if necessary.

6. Liability, Voluntary Participation and Waiver of Rights.

- 6.1 **Creator's Responsibility:** The Creator agrees to indemnify, defend, and hold harmless the Company and its board, personnel, affiliates and team from any claims, damages, liabilities, or legal fees arising from the Creator's content, including but not limited to copyright infringement, defamation, or violations of third-party rights.
- 6.2 **Liability Limitation:** The Company, its board, team, personnel, members and partners shall not be liable for any indirect, incidental, or consequential damages resulting from this Agreement.
- 6.3 **Voluntary Participation:** The Creator acknowledges and agrees that their participation in any and all campaigns, projects, or collaborations facilitated by the Company is entirely voluntary. The Creator further acknowledges that they have read and understood the terms and conditions governing their participation and agree to abide by them.
- 6.4 **Waiver of Rights and Claims:** The Creator expressly waives, releases, and discharges the Company, its affiliates, partners, employees, agents, personnel and representatives from any and all claims, liabilities, demands, actions, or causes of action, whether known or unknown, arising out of or relating to, and including but is not limited to:
- a. Any financial loss, missed payments, or disputes with brands.
 - b. Any claims of copyright infringement, intellectual property misuse, or unauthorized use of content created as part of campaigns.
 - c. Any loss of business opportunities, harm to reputation, or consequential damages.
 - d. Any injuries, damages, or losses sustained during the course of campaign execution.
- 6.5 **No Warranties or Guarantees:** The Creator acknowledges that the Company makes no warranties or guarantees regarding the outcome of any campaign, potential earnings, exposure, or the continued business relationship between the Creator and any brand. The Creator further acknowledges that the Company does not guarantee payment from brands and that all payments are contingent upon receipt from the brand.
- 6.6 **Irrevocability:** The Creator agrees that any content, materials, or intellectual property submitted as part of a campaign may be used by the Company or the respective brand as per the agreed-upon terms, and such rights shall be irrevocable and non-retractable after submission unless otherwise explicitly agreed in writing.

- 7. Non-Disparagement.** For purposes of this Section 7 of this agreement, the term "disparage" includes, without limitation, comments or statements to the press or public release mediums, to the Company's personnel or to any individuals or entity with whom the Company has a business relationship (including, without limitation, any vendor, Client, supplier, customer or distributor), or any public statement, that in each case is intended to, or can be reasonably expected to, materially damage any of the Company's personnel. The Creator agrees to not disparage or encourage or induce others to disparage the Company, any of its personnel or any of its respective past and present, officers, directors, products or services (the "Company Parties").

- 8. Non-Solicitation.** The Creator agrees to not, either personally or by his agent or by letters, circulars or advertisements, and whether for himself or on behalf of any other person, company, firm or other entity, canvass or solicit, or enter into or effect (or cause or authorize to be solicited, entered into, or effected), directly or indirectly, for or on behalf of themselves or any other person, any business relating to the services of the type provided by, or orders for Business or services similar to those provided by, the Company from any person, company, firm, or other entity who is, or has at any time within two (2) years prior to the date of such action been, a customer, Client or supplier of the Company; provided, that the restrictions of this Section 8 shall also apply to any person, company, firm, or other entity with whom the Company is specifically seeking to develop a relationship as a customer, Client or supplier of the Company at the date of such action. For the duration of this agreement and the following twenty-four (24) months after termination, the Creator agrees to not solicit any work or business for themselves from any associate, or Client, which includes but is not limited to brands.
- 9. First Preference.** The Creator warrants that, by entering into this Agreement, they do not violate or infringe upon the rights of any third party or violate any other agreement between third parties, and any other person, organization, or business or any law or governmental regulation. The Creator agrees to maintain working relationships that do not infringe on this agreement and working relationships that are not a conflict of interest to the Company. During this collaboration, the Creator agrees to grant the Company first preference with all projects, business campaigns, ideas and works.
- 10. Inventions.** The Creator agrees that during the period of engaging in work with the Company, any and all inventions, discoveries, innovations, writings, domain names, improvements, trade secrets, designs, drawings, formulas, business processes, secret processes and know-how, whether or not patentable or a copyright or trademark, which the Creator may create, conceive, develop or make, either alone or in conjunction with others and related or in any way connected with the Company's strategic plans, products, processes or apparatus or the Business (collectively, "Inventions"), shall be fully and promptly disclosed to the Company and shall be the sole and exclusive property of the Company as against the Creator or any of the Creator's assignees. The Creator and the Creator's heirs, assigns and representatives shall promptly assign to the Company all right, title and interest in and to such Inventions made during collaboration with Company.
- 11. Non-Circumvention.**
- 11.1 The Creator agrees that for a period of twenty-four (24) months following the conclusion of any project or termination of their engagement with the Company, they shall not:
- a. Directly or Indirectly Contact Brands : Engage with, solicit, or accept work from Brands or Clients they were introduced to through the Company, whether previously known or not, without prior written consent.
 - b. Bypass the Company: Circumvent the Company in any business dealings with its partners, clients, or affiliates.
- 11.2 Violation of this section shall result in legal action and potential financial damages.
- 12. Termination and Breach.**

- 12.1 Termination by the Company: the Company may terminate this Agreement at any time and for any reason, with written notice, especially if the Creator fails to meet quality expectations, violates any clause, or engages in conduct detrimental to the Company's reputation.
- 12.2 Termination by Creator: The Creator may terminate this Agreement with 30 days written notice, provided all pending deliverables are completed and with no outstanding payment obligations.
- 12.3 Completion of Deliverables: The Creator acknowledges that all pending campaign deliverables, including but not limited to content submissions, revisions, and obligations outlined in prior agreements, must be fully completed before termination takes effect. Failure to do so may result in withheld payments and potential legal action.
- 12.4 Non-Circumvention: The Creator agrees that for a period of twenty-four (24) months following termination, they shall not directly or indirectly collaborate with, provide services to, or accept any business from any Brand or Client that they were introduced to, worked with, or engaged with through the Company without the Company's prior written consent.
- 12.5 Breach Consequences: In the event of a breach, the Creator agrees to pay the Company the equivalent of the payment received from the Brand or Client, or an amount of One hundred US Dollars (\$100 USD), whichever is greater.
The Company reserves the right to seek legal remedies, including injunctive relief and monetary damages.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Jamaica.

14. General Provisions.

- 14.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, surviving the [Terms and User Policies](#).
- 14.2 Amendments: This Agreement may not be modified or amended except in writing signed by the Company.
- 14.3 Severability: If any provision of this Agreement is deemed invalid, the remaining provisions shall remain in full effect.
- 14.4 Independent Contractor Status: The Creator is an independent contractor and is not an employee, agent, or representative of the Company.
- 14.5 Any provisions of this agreement that, by their nature, should survive termination (including but not limited to usage rights confidentiality, non-disparagement, waivers, and non-circumvention clauses) shall remain in effect
- 14.6 Litigation: The Company prefers to resolve conflicts through internal conflict management strategies. However, if the Company decides to initiate legal action against the Creator due to a breach of agreement, or any action or failure to act by the Creator that results in, but is not limited to, reputation damage, financial loss, or loss of Company assets, the Creator understands and agrees to be responsible for covering all associated litigation costs. This includes, but is not limited to, the expenses for both Parties' litigation, including reasonable attorney fees. The Creator acknowledges and agrees to this responsibility in the event of a legal dispute. **If the dispute did not** arise from the Creator's breach of this agreement, actions or failure to act, both Parties shall **bear their own legal costs**, including attorney fees, and any related litigation expenses.

15. Digital Signature.

- 15.1 The Parties agree to execute this Agreement electronically through the Company's website. The Creator will access the Agreement via a provided link, review its contents, and indicate their consent. To execute this Agreement electronically, the Creator is required to:
- Provide their digital signature by drawing or typing their signature in the designated signature field, or
 - Confirm their acceptance of the Agreement by checking the "I Agree" box.
- 15.2 By performing any of these actions, the Creator acknowledges that they have read, understood, and voluntarily agree to be bound by all the terms and conditions of this Agreement. The electronic signature and/or confirmation via the checkbox shall have the same legal effect and enforceability as a handwritten signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the Creator's digital signature. The effective date of this agreement is upon the date of the last signature. By digitally signing, the Client acknowledges that they have read, understood, and agreed to the terms outlined herein, and commit to abiding by the conditions of this Agreement.

COMPANY

Company Name: Truvito Limited
By: [Signature]
Full Name of Company Representative: Shanae Daye
Title: Managing Director
Date of Signature : March 20, 2025

CREATOR

Creator Name: [Insert Creator Name]
By: [Creator's Signature]
Date of Signature : [Date of Signature]