



## UGC SERVICE AGREEMENT

THIS UGC SERVICE AGREEMENT (the "Agreement") is dated this day of  
Apr 15, 2025 by the following parties denominated:

**CLIENT**  
INVISIBRUSH LLC

**CREATOR**  
Jennifer Okolo

### BACKGROUND

- A. The Client is of the opinion that the Creator has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Creator is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Creator (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### SERVICES PROVIDED

The Client hereby agrees to engage the Creator to provide the Client with the following services (the "Services"):

- User Generated Content in quantity of 5 photographs OR a 10-30 sec video of the product denominated "Nano-Clean". The content will feature the product prominently and must be visually appealing, well-composed, lit and original. Content should be delivered in vertical (9x16) format.

### TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services.

## **CURRENCY**

4. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in EUR.

## **PAYMENT**

5. The rate of total amount of transfer is 600EUR. The funds can be transferred via PayPal or a Direct Bank Transfer in any currency, such as in USD, AUD, CAD, GBP, etc. Content can be sent with Creator's watermark prior to receiving the payment, once payment received, the Creator's duty is to provide full resolution non-watermarked versions.

6. It is the Creator responsibility for all income tax liabilities and National Insurance or similar contributions relating to the Payment.

## **CONFIDENTIALITY**

7. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

8. The Creator agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Creator has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

9. All written and oral information and material disclosed or provided by the Client to the Creator under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Creator.

## **OWNERSHIP OF INTELLECTUAL RIGHTS**

10. The Creator retains the organic and intellectual rights to the content produced under this agreement, including the right to share the content on their personal social media accounts once it has been reviewed. However, the Creator agrees to acknowledge the Client as the original source of the content and to refrain from using the content for commercial or promotional purposes without prior written consent from the Client.

## **NO EXCLUSIVITY**

11. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **SERVICE DELIVERY**

12. The Creator agrees that the completed Service shall be a joint work sent via email to "[submissions@invisibrush.com](mailto:submissions@invisibrush.com)" with the subject line "UGC Content Completed" followed by the Creator's Social Media username (Instagram / TikTok). The submitted work will undergo review by the company's managers. Upon approval and full payment by the finance team, the Client reserves the right to publish the Creator's content. The Client is allowed to do 1 revision.

## **CREDIT AND ATTRIBUTION**

13. The received material from the Creator will be used solely in Instagram posts or stories with credit and mention of the Creator, it will not be used in any promotions or advertising. The content can't be passed or sold to third parties and used with misleading captions.

## **CAPACITY/INDEPENDENT Creator**

14. In providing the Services under this Agreement it is expressly agreed that the Creator is acting as an independent Creator and not as an employee. The Creator and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

## **RIGHT OF SUBSTITUTION**

15. Except as otherwise provided in this Agreement, the Creator may, at the Creator's absolute discretion, engage a third party sub-Creator to perform some or all of the obligations of the Creator under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

## **AUTONOMY**

16. Except as otherwise provided in this Agreement, the Creator will have full control over methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Creator will work autonomously and not at the direction of the Client. However, the Creator will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

17. Except as otherwise provided in this Agreement, the Creator will provide at the Creator's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **REGISTRATION**

18. As a requirement of the role, the Creator must purchase one specimen of "Nano-Clean" at a 50% discount (JOIN) and use it in the content. The purchase serves as the e-signature and agreement of this Contract. The product must be featured prominently in all of the content. Shipment costs will be fully covered by the Client.

19. Due to products being part of personal care and sterile all sales are final, no return is possible. In the unlikely event that the product arrives with a defect, the Creator should contact managers at "[info@invisibrush.com](mailto:info@invisibrush.com)" within 48 hours from the date of reception for instructions of a replacement. All defective products must be returned unused, in the original packaging, and per the instructions given by the Client.

## **COMPLETION TIME**

20. The agreement anticipates that the Creator will complete the Services within 2 weeks of receiving the parcel. If the Partner exceeds the agreed-upon timeframe, any content submitted may be deemed invalid.

## **TIME OF THE ESSENCE**

21. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

22. The Creator will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **WARRANTIES**

24. Parties represent and warrant to each other that: each is free to enter into this agreement. The Creator represent and warrant that: (A) have the full power and authority to enter into and perform this agreement; (B) are the creator and owner of the content and have the right to grant the Client the license to use them; (C) the content do not infringe on any copyright or intellectual property rights or violate any laws or regulations; and (D) the content do not contain any defamatory or obscene material.

## **GOVERNING LAW**

25. This agreement shall be governed by the laws of Malta. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action shall be brought within the courts of Malta.

**SEVERABILITY**

26. If any provision of this agreement or the application thereof is not respected, the other provisions or applications of this agreement will become invalid and to this end the provisions of this agreement are declared to be unseverable.

**IN WITNESS WHEREOF**, the Client has duly affixed their signature under hand and seal, and in accordance with Point 18, the Creator agrees to sign electronically on this day of Apr 15, 2025

**Marcus Bone**

Head of Marketing | Invisibrush

Signature:

A handwritten signature in black ink, consisting of a large, sweeping oval shape with a stylized, cursive script inside.