

DESPAIR MASTER SERVICES AGREEMENT

Creative, Media Production, and Content Growth Services

Version 2.0

English master template prepared for premium services engagements and meant to be reviewed by qualified Brazilian counsel before live use.

1. Definitions

- Background IP means any pre-existing or independently developed intellectual property, tools, templates, workflows, know-how, prompts, automation, libraries, methods, systems, and processes owned or controlled by a Party before the applicable SOW, or developed outside the Deliverables specifically paid for by the Client.
- Client Materials means any footage, logos, brand assets, copy, music, images, data, credentials, instructions, feedback, approvals, access tokens, and other materials supplied, uploaded, or authorized by Client for use in the Services.
- Confidential Information means all non-public technical, commercial, strategic, financial, operational, creative, and personal information disclosed by one Party to the other in connection with the Agreement, including project details, account access, analytics, pricing, launch plans, and unpublished content.
- Deliverables means the final work product expressly identified in a SOW, including, as applicable, videos, edits, cuts, thumbnails, motion graphics, scripts, reports, creative assets, and related final files.
- SOW means a Statement of Work, Order Form, Proposal, or similar project document executed under this Agreement that specifies scope, deliverables, fees, timeline, exclusions, assumptions, and other project-specific terms.
- Change Order means a written amendment used to change scope, assumptions, deliverables, price, or timeline under a SOW.
- Acceptance means the Client's written approval of Deliverables or deemed acceptance under this Agreement or the applicable SOW.
- Business Day means a day other than Saturday, Sunday, or a bank holiday in Brazil unless the SOW states otherwise.

2. Purpose, structure, and precedence

This Agreement sets the general legal and commercial framework for creative, audiovisual, editorial, strategic, and content-growth services provided by DESPAIR.

Each project, campaign, channel, package, or engagement must be described in one or more SOWs. A SOW becomes binding once signed or otherwise accepted in writing by both Parties.

The order of precedence is: (1) Change Order; (2) SOW; and (3) this Agreement. If there is a conflict, the higher-ranking document controls only for the subject matter it expressly addresses.

No exclusivity applies unless expressly stated in a SOW or Change Order.

3. Independent contractor relationship

DESPAIR performs the Services as an independent contractor. Nothing in this Agreement creates an employment, partnership, fiduciary, agency, joint venture, or franchise relationship.

Neither Party may bind the other or assume obligations on the other's behalf without prior written authorization.

DESPAIR may perform services for other clients, provided that it complies with this Agreement and any project-specific confidentiality, exclusivity, or non-solicitation restrictions stated in the SOW.

4. Statements of Work

Each project shall be governed by a separate SOW unless the Parties expressly agree otherwise in writing.

Each SOW should, at minimum, state: project name, parties, deliverables, scope exclusions, schedule, revision rounds, fees, currency, payment schedule, approval contacts, assumptions, and any special restrictions or launch embargoes.

The Client may not rely on any proposal, call, email, message, or verbal discussion as a binding project obligation unless it is incorporated into an executed SOW or Change Order.

5. Client obligations

The Client shall provide timely, accurate, complete, and lawful information, feedback, approvals, raw materials, credentials, and access required for performance.

The Client warrants that it has all rights, permissions, releases, and licenses necessary for any Client Materials it provides or asks DESPAIR to use.

The Client shall respond within the deadlines stated in the SOW or, if none are stated, within a commercially reasonable time.

The Client shall pay all amounts due when due and shall not request unlawful, unethical, defamatory, infringing, misleading, or otherwise improper conduct.

If the Client delays the project, all delivery timelines are automatically extended for the length of the delay plus any reasonable restart period required to resume work.

6. DESPAIR obligations

DESPAIR shall perform the Services with commercially reasonable skill, care, diligence, and good faith, consistent with the agreed scope.

DESPAIR may use qualified personnel, freelancers, or subcontractors as needed and remains responsible for the final Deliverables under the applicable SOW.

DESPAIR shall promptly notify the Client of material risks, blockers, or dependencies that could materially affect the project.

DESPAIR shall maintain confidentiality and apply commercially reasonable security measures to project files and Client data within its control.

7. Briefing, assumptions, and client-supplied materials

The Client must complete any briefing form truthfully and in good faith.

DESPAIR may rely on Client-provided information, approvals, and instructions unless and until corrected in writing.

Material changes to strategy, audience, offer, branding, language, content format, or objective after approval may require a Change Order.

If the Client elects not to provide essential materials or information, DESPAIR may proceed using reasonable assumptions or may pause the project until the missing items are received.

8. Revisions and acceptance

Each SOW must state how many revision rounds are included for each Deliverable or deliverable group.

A revision means a targeted adjustment within the approved concept, structure, and direction. A revision does not include a new concept, a wholesale redesign, or a change in objective.

Additional revisions, new directions, or out-of-scope requests require a Change Order or a new SOW.

Unless the SOW states otherwise, the Client has five (5) Business Days from delivery to either accept the Deliverable or provide a written list of objective non-conformities against the approved SOW.

If the Client does not respond within that period, the Deliverable is deemed accepted.

After acceptance, the Client may still raise a hidden material defect attributable to DESPAIR within ten (10) Business Days after discovery, but not later than thirty (30) calendar days after delivery, and only to the extent the defect is objectively attributable to DESPAIR's own performance.

Subjective dissatisfaction, changes of taste, new creative preferences, or post-delivery strategy changes are not defects.

9. Change Orders

Any material change to scope, quantity, format, language, platform, complexity, timeline, or objective must be documented in a written Change Order.

DESPAIR is not required to begin work on out-of-scope changes until the Change Order is approved in writing and any additional fee is paid or scheduled for payment, as applicable.

If a requested change materially affects schedule or dependencies, the delivery date may be adjusted accordingly.

10. Fees, invoicing, taxes, currency, and payment

All fees, currency, due dates, taxes, payment provider fees, bank fees, withholding taxes, exchange costs, installment terms, and any other commercial terms shall be stated in the SOW.

Unless the SOW says otherwise, payment is due in advance.

Late payments accrue a late fee of 2%, plus interest of 1% per month pro rata die, to the maximum extent permitted by law.

If payment is overdue, DESPAIR may suspend work, access, revisions, delivery, and release of final files until the account is current, and all timelines are automatically extended.

The Client is responsible for any withholding taxes, transfer fees, platform fees, FX conversion costs, intermediary bank fees, or payment processing costs unless the SOW expressly states otherwise.

11. Term, renewal, suspension, and termination

This Agreement remains in effect while any SOW is active or any obligation remains outstanding.

A SOW may have its own fixed term and renewal mechanism.

Either Party may terminate a SOW without cause upon ten (10) Business Days' written notice, unless the SOW states a different notice period.

Either Party may terminate immediately for material breach if the breaching Party fails to cure within the cure period stated in a written notice, provided that the breach is curable.

Upon termination, the Client must pay for all work performed, committed costs, approved Change Orders, and non-cancellable commitments up to the effective termination date.

If the Agreement or a SOW terminates, the confidentiality, payment, IP, limitation of liability, indemnity, and miscellaneous provisions survive to the extent necessary to give them effect.

12. Intellectual property

Upon full payment of all amounts due under the applicable SOW, DESPAIR assigns to Client all transferable patrimonial rights in the final Deliverables created specifically for that Client under that SOW, to the extent permitted by applicable law.

DESPAIR retains all Background IP and all rights in templates, methods, prompts, frameworks, workflows, tools, systems, know-how, and reusable components, even if developed during the performance of the Services.

Nothing in this Agreement transfers ownership of DESPAIR Background IP, nor does it grant the Client rights beyond those necessary to use, publish, distribute, and exploit the paid Deliverables for the purposes stated in the SOW.

Third-party materials remain subject to their respective licenses and may not be exploited beyond those license terms.

The Client warrants that all Client Materials it provides or approves may be lawfully used for the project and will indemnify DESPAIR for third-party claims arising from Client Materials or Client instructions, except to the extent caused by DESPAIR's own uncured breach.

13. Portfolio, publicity, and launch embargo

Unless the SOW or a separate written agreement expressly prohibits it, DESPAIR may display reasonable excerpts, stills, thumbnails, and non-sensitive descriptions of the project for portfolio, website, proposal, social media, or case-study purposes.

DESPAIR shall respect a reasonable launch embargo or confidentiality request for unreleased projects, provided the Client states the restriction in writing before public release.

14. Confidentiality, privacy, and data protection

Each Party shall keep Confidential Information strictly confidential and use it only for performance of the Agreement or as otherwise permitted in writing.

The confidentiality obligations survive termination for so long as the information remains confidential in fact and, for trade secrets or similar protected information, for the maximum period permitted by law.

Each Party shall comply with applicable data protection laws, including the Brazilian General Data Protection Law (LGPD) where applicable and, where applicable to the engagement, other privacy laws such as the GDPR.

DESPAIR may process personal data only to the extent reasonably necessary to perform the Services, maintain project records, manage access, and comply with legal obligations.

Where a data breach or unauthorized access materially affecting Client data occurs, DESPAIR shall notify the Client without undue delay and, where GDPR applies, within the legally required timeframe after becoming aware of the incident.

At the Client's written request, and subject to legal retention obligations, DESPAIR shall return, delete, or anonymize Client data within a commercially reasonable period.

15. Third-party tools, platforms, and subcontractors

The Services may depend on third-party tools, cloud providers, platforms, APIs, app stores, social networks, or payment processors. DESPAIR is not responsible for outages, policy changes, suspension, deplatforming, rate limits, or other failures caused by third parties outside its reasonable control.

DESPAIR may engage subcontractors or freelancers, provided that DESPAIR remains responsible to the Client for the Deliverables under the applicable SOW.

The Client shall ensure that any accounts, credentials, or access it grants to DESPAIR are lawful to share and sufficient for the Services requested.

16. Warranties and disclaimers

Each Party represents that it has the power and authority to enter into and perform this Agreement.

DESPAIR warrants that it will perform the Services in a professional and workmanlike manner consistent with the agreed scope, but does not warrant any specific business, commercial, or algorithmic outcome, including views, revenue, sales, subscribers, engagement, or virality.

Except as expressly stated in this Agreement, the Services and Deliverables are provided “as is” to the maximum extent permitted by law, and no implied warranty is made beyond what the law cannot exclude.

17. Limitation of liability

To the maximum extent permitted by law, neither Party shall be liable to the other for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, or loss of goodwill, arising out of or relating to this Agreement.

Except for unpaid fees and claims arising from fraud, willful misconduct, or gross negligence, each Party’s aggregate liability arising out of any SOW shall not exceed the total fees actually paid or payable under that SOW during the twelve (12) months preceding the event giving rise to the claim, or the total amount payable under the relevant SOW if shorter.

Nothing in this Section limits liability to the extent such limitation is prohibited by applicable law.

18. Indemnification

DESPAIR shall indemnify and hold harmless Client from third-party claims to the extent caused by DESPAIR’s own uncured infringement of third-party IP rights in the Deliverables, or DESPAIR’s own breach of confidentiality, subject to the liability cap and exclusions in this Agreement except where prohibited by law.

Client shall indemnify and hold harmless DESPAIR from third-party claims to the extent caused by Client Materials, Client instructions, Client’s unlawful use of the Deliverables, or Client’s breach of law, provided that DESPAIR gives prompt notice and reasonable cooperation regarding the claim.

The indemnified Party must promptly notify the indemnifying Party of the claim and reasonably cooperate in the defense, settlement, or mitigation of the claim.

19. Dispute resolution and governing law

The Parties shall first attempt in good faith to resolve any dispute through executive-level negotiation within ten (10) Business Days after written notice of the dispute.

If the dispute is not resolved, the Parties may agree to mediation in São Paulo, Brazil, before filing suit.

This Agreement and any non-contractual obligations arising out of it shall be governed by the laws of Brazil.

Subject to any mandatory rule to the contrary, the courts of the City and State of São Paulo, Brazil, shall have exclusive jurisdiction.

20. Miscellaneous

Notices. Formal notices must be in writing and delivered by email or another method stated in the SOW. Notices are deemed received when acknowledged, or if no acknowledgment is required, on the next Business Day after transmission, provided there is no bounce-back or delivery failure notice.

Entire agreement. This Agreement, each SOW, each Change Order, and any incorporated policy or schedule constitute the entire agreement between the Parties and supersede prior oral or written discussions on the same subject matter.

No oral modification. No waiver, amendment, or modification is effective unless in writing and signed by both Parties.

Assignment. Neither Party may assign this Agreement without the other Party’s prior written consent, except to an affiliate or successor in connection with a merger, sale of substantially all assets, or reorganization, provided the assignee assumes the obligations hereunder.

Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including natural disaster, war, civil unrest, labor strike, governmental action, major platform outage, or widespread infrastructure failure, provided the affected Party uses reasonable efforts to mitigate the impact.

Severability. If any provision is held invalid or unenforceable, the remaining provisions remain in full force.

Counterparts and electronic signatures. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together form one instrument.

Language. This Agreement is drafted in English. A Portuguese mirror version may be used for local convenience. The SOW shall state which language controls in the event of any inconsistency in a bilingual engagement.

SIGNATURES

João Victor Oliveira Moura By: _____ Name: _____ Title: _____ Date: _____	[CLIENT LEGAL NAME] By: _____ Name: _____ Title: _____ Date: _____
DESPAIR	CLIENT
Signature	Signature

Schedule A. Statement of Work Template

- Project / Client name:
- Effective date:
- Service package / plan:
- Scope and deliverables:
- Out-of-scope items:
- Revision rounds included:
- Delivery timeline and milestones:
- Approval contact(s):
- Fees and currency:
- Payment schedule:
- Platform and processing fees:
- Special assumptions / dependencies:
- Launch embargo or confidentiality restrictions:
- Controlling language for this engagement:

Schedule B. Change Order Template

- Change Order number:
- Related SOW:
- Description of change:
- Reason for change:
- Impact on scope, price, or timeline:
- Additional fee, if any:
- Revised delivery date, if any:
- Approval signatures: