General

Terms and Conditions

Overneath Creative Collective, LLC

Version 2026.3 · In effect from September 17, 2026

This document sets out the general terms and conditions under which Overneath Creative Collective, LLC provides production services. It governs every Project accepted under a Statement of Work unless a separate written agreement between the parties provides superseding terms. Annex A defines the intellectual property and license terms referenced in each Statement of Work and Change Order.

Part One

General Terms

1. Contract Agreement

This contract ("Agreement") is entered into on the date signed below between the Party 1 signee ("Client") and the Party 2 signee, Overneath Creative Collective, LLC ("Overneath"), a Michigan Limited Liability Company. Agreement to the terms and conditions set forth herein shall apply to each Project governed by an accepted Statement of Work after the signing date. If Overneath updates its Terms and Conditions, Client will be asked to execute a new Agreement for future Projects.

2. Definitions

For the purpose of this Agreement, the following terms are defined as follows:

- **"Agreement":** The contract entered into between the Client and Overneath Creative Collective, LLC, as detailed in the terms and conditions.
- **"Client":** The party engaging the services of Overneath Creative Collective, LLC, as identified in the Agreement. Referred to as the Signee of Party 1.
- **"Overneath":** Refers to Overneath Creative Collective, LLC, a Michigan Limited Liability Company providing the services outlined in the Agreement. Referred to as the Signee of Party 2.

- **“Project”:** A specific engagement governed by an accepted Statement of Work and assigned a unique project number for identification and administrative purposes.
- **“Estimate”:** A preliminary pricing document provided for discussion purposes only. An Estimate does not constitute a binding agreement unless expressly converted into or incorporated within a signed Statement of Work or otherwise confirmed in writing by authorized representatives of both parties.
- **“Statement of Work (SOW)”:** A formal written document outlining the scope, cost, deliverables, timeline, and terms of work to be completed by Overneath. Upon written acceptance by authorized representatives of both parties, a SOW becomes binding and shall be governed by the applicable master services agreement or other written contract between the parties, if any. In the absence of such an agreement, the SOW shall be governed by this Agreement.
- **“Change Order”:** A formal agreement that supplements a signed Statement of Work which changes part of the scope, timeline, or price of a project. It is incorporated into the full scope of a project upon signing and will be governed by the same agreement as the primary Statement of Work.
- **“Creative Staff”:** Employees or subcontractors assigned by Overneath to work on a Client’s project.
- **“Production Day”:** A date on which Creative Staff, contractors, equipment, or vehicles are scheduled to perform on-location or studio production services for a Project, as confirmed in a signed Statement of Work, call sheet, or written confirmation from both parties.
- **“Annexes”:** Supplementary documents that form an integral part of the Agreement, detailing specific conditions and terms for certain aspects of services provided by Overneath.
- **“Deliverables”:** Final products furnished by Overneath as specified in an accepted Statement of Work or as otherwise agreed upon in writing by the parties.
- **“Intellectual Property”:** Creations of the mind for which exclusive rights are recognized under copyright laws to which Overneath and the Client must adhere.
- **“Product”:** A single or multiple deliverables referencing one or more Deliverable items as specified in an accepted Statement of Work.

3. Project Acceptance

A Project becomes binding upon execution of a written Statement of Work (“SOW”) accepted by authorized representatives of both parties. Each accepted SOW shall be

governed by the applicable master services agreement or other written contract between the parties, if any. In the absence of such an agreement, the accepted SOW shall be governed by the most recent version of Overneath's General Terms and Conditions in effect at the time of execution. Estimates are provided for discussion and pricing purposes only and do not constitute binding agreements unless expressly incorporated into or converted into a signed SOW. From time to time, Client may request services outside the execution of a formal SOW. In such cases, Overneath may perform services in good faith and invoice Client based on agreed hourly or standard rates. Such services shall remain governed by the applicable written agreement between the parties, or if none exists, by this Agreement.

4. Creative Staff

Overneath shall assign Creative Staff or subcontractors exclusively for Client's project(s). Overneath reserves the right to change any initial assignments and substitute other staff or contractors at any time. Assigned staff or contractors will arrive on location for a project at an agreed upon time which gives ample time for setup and testing. Assigned staff or contractors will vacate on-location venues as soon as the equipment is packed and loaded. Overneath provides necessary technical equipment, hires skilled contractors, and manages props essential for project execution as needed. Detailed terms regarding the provision, use, and management of equipment, contractors, and props, together with terms governing specialized or regulated services, are outlined in Annex B: Production Services and Operations. Clients should review and adhere to these provisions to ensure smooth project execution.

5. Creative Discretion for Services

It is understood that Overneath is the exclusive official video and/or photo professional retained by the Client to cover the services listed in the accepted Statement of Work. Overneath retains creative discretion regarding the technical and artistic aspects of production services listed in the accepted Statement of Work. Overneath cannot guarantee video or photo quality due to restrictions imposed at or by any filming or shooting location. For locations under Client's ownership or control, it is Client's responsibility to secure access to necessary filming areas. Overneath is not responsible for poor video or photo quality due to access restrictions.

6. Client's Obligations

Client shall provide timely cooperation and information reasonably necessary for Overneath to perform the services described in the applicable Statement of Work.

1. **Permits and Authorizations:** Client shall obtain and maintain any permits, licenses, permissions, or approvals required for filming or production at locations under Client's ownership or control, unless otherwise agreed in writing. Client shall ensure that individuals appearing on camera are authorized under Client's internal policies and agreements to participate in the Project.
2. **Access and Site Conditions:** For locations under Client's ownership or control, Client shall provide reasonable access to facilities, personnel, and power sources necessary for production. Client shall ensure that such locations are safe, lawful, and suitable for the agreed services. Client shall not be responsible for access arrangements at third-party studios, rental facilities, or locations independently secured by Overneath unless otherwise agreed in writing. If a scheduled Production Day cannot proceed because Client-controlled locations, talent, access, permits, or materials are unavailable, that Production Day is treated as a Client cancellation under the Cancellation and No-Show section of this Agreement.
3. **Client-Provided Materials:** Client represents that it has the right to provide and authorize use of all materials, content, data, scripts, branding elements, logos, music, footage, or other assets supplied to Overneath and that such materials do not infringe upon the rights of any third party.
4. **Timely Communication:** Client shall provide timely feedback, approvals, decisions, and requested materials in accordance with project milestone schedules. Delays in providing required input may impact production timelines as outlined in the Project Timelines section of this Agreement.

7. Artificial Intelligence Tools and Technologies

Overneath utilizes Artificial Intelligence ("AI") technologies in various aspects of its operations and creative services. These uses may include, but are not limited to:

1. Administrative and internal support functions such as transcription, note-taking, scheduling assistance, document drafting, research support, and internal data organization.
2. Image enhancement, generative fill, object removal, background extension, color refinement, and other visual cleanup tools.

3. Motion enhancement of still images, including simulated camera movement or animated environmental effects.
4. AI-assisted voice modeling, including fully synthetic voice generation or hybrid voice models derived from authorized voice recordings.
5. AI image generation for storyboarding, pre-visualization, mood boards, and concept development.
6. AI-assisted editing, compositing, or production tools that are standard within the professional video production industry.

All AI-assisted outputs are reviewed, curated, and approved by human creative professionals prior to delivery. Overneath will use commercially reasonable efforts to comply with applicable federal, state, and local laws governing artificial intelligence technologies. Overneath will not knowingly create or distribute AI-generated content that impersonates or counterfeits a specific real individual, brand, or protected identity without proper authorization. Where a project includes the creation of fully AI-generated images, video, or voice content intended for final public distribution, Overneath will obtain mutual written agreement from Client prior to final production and delivery. If Client wishes to prohibit the use of AI technologies in connection with a specific project, Client must provide written notice prior to the commencement of work. Overneath will make reasonable efforts to accommodate such requests; however, Client acknowledges that certain modern software tools may incorporate AI functionality as standard embedded features.

The use of a person's recorded image, voice, or performance to create a synthetic digital replica, or to train an AI model, is separately governed by Annex A, Section 4 and by the applicable signed talent release.

8. Force Majeure and Performance Limitations

Overneath will not be liable to Client under any circumstances if its performance is prevented or impaired due to war, insurrection, strikes, walk-outs, riots, fire, acts of God, including adverse weather conditions and earthquakes, shortages or unavailability of labor or materials, laws or governmental restrictions which conflict with the terms of this Agreement, or any other matter beyond the reasonable control of Overneath. In the event of any unanticipated personnel illness, Overneath shall make reasonable efforts to substitute another competent professional. If other personnel cannot be assigned in time for the project, Overneath shall promptly return to the Client all fees previously paid by Client, and shall then have no further liability with respect to this Agreement or associated accepted project. Overneath reserves the right to decline specific outdoor work in the event of unplanned inclement weather that may damage

expensive equipment or cause harm to personnel. Client is responsible for providing an alternate nearby location in the event of inclement weather. Client assumes responsibility for damage to venue property caused by Client personnel or third parties under Client's control during production. This does not apply to damage caused by Overneath's negligence or misconduct. Overneath is not responsible for personal damage to individuals or equipment caused by regular use of technical equipment used to perform services.

Overneath takes the utmost care with respect to transportation and handling of equipment and media. In the unlikely event that equipment or recorded media is lost, stolen, or destroyed due to circumstances within or beyond Overneath's reasonable control prior to final delivery, Overneath's sole obligation shall be to refund the portion of fees paid for the affected services less any non-recoverable third-party costs, and Overneath shall have no further liability except as limited by the Limitation of Liability section below.

9. Limitation of Liability

To the fullest extent permitted by law, Overneath's total liability to Client for any and all claims arising out of or relating to this Agreement or any accepted Statement of Work, whether based in contract, tort, negligence, strict liability, or otherwise, shall not exceed the total amount actually paid by Client to Overneath for the specific Project giving rise to the claim. In no event shall Overneath be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of business opportunity, reputational harm, or business interruption, even if advised of the possibility of such damages. Client acknowledges that the fees charged reflect this allocation of risk and limitation of liability.

10. Project Timelines, Client Delays, and Suspension

Overneath will use commercially reasonable efforts to meet the Project timelines set forth in the applicable Statement of Work. The timelines identified in the Statement of Work reflect the parties' agreed expectations for performance and delivery. The parties acknowledge that Project schedules are dependent upon timely Client communication, approvals, access, and delivery of required materials.

1. **Milestone Deadlines:** In addition to any final delivery date listed in the Statement of Work, project-specific milestone dates, draft review deadlines, feedback deadlines, and asset delivery dates established during the course of production

are critical components of the overall schedule. Failure to meet interim deadlines may reasonably impact subsequent phases and the final delivery date.

2. **Client Delay:** If Client fails to provide necessary approvals, feedback, assets, access, or other required inputs in a timely manner, Overneath will use reasonable efforts to adjust workflow and maintain the overall schedule where practicable. However, the parties acknowledge that missed interim deadlines may reasonably result in adjustments to later phases of the Project, including final delivery. Overneath shall not be held responsible for delays directly attributable to Client delay.
3. **Thirty-Day Informal Extension:** If delay is attributable to Client, Overneath will extend the Project timeline informally for up to thirty (30) days beyond the originally scheduled delivery date without requiring a formal change order, without invoicing for an incomplete Project, and without imposing additional financial charges arising solely from the delay. During this period, the parties agree to work in good faith toward completion.
4. **Post-Thirty-Day Formalization:** If Client delay extends beyond thirty (30) days, Overneath may require either a written change order adjusting the Project timeline if completion is reasonably anticipated within sixty (60) days thereafter, or invoicing for all services performed and costs incurred to date if delay appears indefinite or extended beyond a reasonable continuation period.
5. **Substantial Completion:** If services rendered constitute ninety percent (90%) or more of the total Project scope at the time of delay, Overneath reserves the right to invoice the remaining balance in full, while committing to complete the remaining deliverables upon Client's resumption of cooperation.
6. **Failure to Formalize / Extended Inactivity:** If Client fails to execute a required change order, respond to formalization efforts, or otherwise resume meaningful participation within sixty (60) days following the expiration of the Thirty-Day Informal Extension period, Overneath may deem the Project terminated at its discretion. In such event, Overneath may invoice for all work completed (or the full remaining balance if the Project is substantially complete as described above), no refunds shall be due, and any resumed services shall be subject to a new or amended Statement of Work reflecting current pricing, scope, and availability.
7. **Overneath-Caused Delay:** If a delay is caused by Overneath and is not the result of Force Majeure, Overneath shall notify Client promptly and use commercially reasonable efforts to remedy the delay and restore the agreed schedule at no additional cost to Client. Nothing in this section shall create liability for consequential damages arising from delay, which remain governed by the Limitation of Liability section of this Agreement.

8. **Acceleration and Overtime Services:** If Client requests expedited services, acceleration, weekend work, holiday work, overtime work, or work beyond the agreed scope or timeline, such services shall be billed at Overneath's then-current standard hourly rates applicable to the services performed. Work requested outside of normal business hours, including evenings, weekends, or recognized holidays, shall be billed at one hundred fifty percent (150%) of the applicable standard hourly rate unless otherwise agreed in writing. Such charges may be invoiced separately or added to the final invoice.

11. Cancellation and No-Show

11.1 Project cancellation

Client may cancel an accepted Project, in whole or in part, only by written notice to Overneath. Cancellation does not relieve Client of payment for services actually rendered. Upon cancellation for any reason other than those excluded in Section 11.3, Client shall pay Overneath, within the Net Terms set out in the Payment section:

1. **Completed phases: The full price set forth in the Statement of Work for each phase of the Project that Overneath has completed as of the date of notice, including Discovery and Creative, Pre-Production, Production, Post-Production, and Finishing and Delivery, or the equivalent phases named in the Statement of Work.**
2. **Phase in progress: For the phase in progress at the date of notice, all services rendered and hours incurred to that date at the rates set forth in the Statement of Work or, where no rate is stated, at Overneath's then-current standard rates, and in no event less than fifty percent (50%) of the price set forth in the Statement of Work for that phase.**
3. **Projects in post-production: Where Post-Production has commenced, the full remaining balance of the Project price, consistent with the Substantial Completion provision of the Project Timelines section. Overneath will complete and deliver the Deliverables as scoped upon payment, unless Client directs otherwise in writing.**
4. **Third-party costs and Production Days:** All non-recoverable third-party costs incurred or committed on Client's behalf, including contractors, rentals, locations, travel, talent, and licenses, together with any Production Day charges due under Section 11.2.

Amounts paid under the Payment section prior to cancellation are non-refundable and shall be credited against the amounts due under this Section. Where the amounts due

exceed the amounts paid, Overneath shall invoice the difference. Overneath's standard fifty percent (50%) down payment on a fixed-price Project is the minimum amount retained on any cancellation. Upon receipt of all amounts due, Overneath will make available any completed Deliverables and, at Client's written request, work-in-progress in its then-current form without warranty as to completeness, and ownership of such materials shall pass to Client under Annex A upon full payment. Where a Project has been suspended for Client delay, the Failure to Formalize provision of the Project Timelines section shall apply in place of this Section.

11.2 Production Day cancellation, rescheduling, and no-show

Once a Production Day is confirmed in a signed Statement of Work, call sheet, or written confirmation from both parties, it is a booked commitment of Overneath's Creative Staff, contractors, equipment, and vehicles. Client may cancel or reschedule a Production Day only by written notice to Overneath. The following applies to each affected Production Day, measured from the scheduled crew call time:

1. **More than two (2) business days' notice:** No cancellation fee. One reschedule is permitted at no additional charge, subject to availability. Client remains responsible for any non-recoverable third-party costs already incurred or committed on Client's behalf, including contractors, rentals, locations, travel, and talent.
2. **Two (2) business days or less: Fifty percent (50%) of the scheduled Production Day charges for crew, equipment, and vehicles at the rates set forth in the Statement of Work, plus all non-recoverable third-party costs.**
3. **Less than twenty-four (24) hours, failure to appear, or cancellation after Creative Staff have departed for the location: One hundred percent (100%) of the scheduled Production Day charges, plus all non-recoverable third-party costs.**

A Production Day that cannot proceed because Client-controlled locations, talent, access, permits, or materials are unavailable is treated as a Client cancellation as of the scheduled call time. For purposes of this Section, a business day is any weekday on which Overneath is open for normal operations. Half-day Production Days are measured against the half-day rates set forth in the Statement of Work. Production Day charges may be invoiced separately or added to the next invoice and are not credited against future services unless agreed in writing.

11.3 Exclusions

This Section does not apply to cancellations initiated by Overneath, to Force Majeure events under Section 8, to suspensions under Annex B, Sections 7 and 8, or to termination by Client on account of Overneath's uncured material breach after written

notice and a reasonable opportunity to cure. In each of those cases, services actually rendered and non-recoverable third-party costs already incurred on Client's behalf remain payable, and any refund is limited to amounts paid for services not rendered. Where a separate written agreement governing the Project addresses cancellation, the terms of that agreement shall apply.

12. Modifications

This written and signed Agreement constitutes the sole and exclusive agreement between the parties regarding the services and products to be provided by Overneath in connection with each accepted Statement of Work. It is intended by each party to constitute the final written memorandum of all of their agreements whatsoever have been made, agreed to, or entered into by the parties hereto which are not expressly set forth in an accepted Statement of Work. If either party to this Agreement has attempted to make such covenants, warranties, and/or representations, promises or prior agreements, they are each superseded hereby and waived. Any waivers, terminations, amendments or modifications of, or additions to, this Agreement must be in writing signed by the party against which the enforcement of such writing is sought.

13. Assignment

Neither party may assign, transfer, delegate, or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without consent in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets, provided that the assigning party remains responsible for obligations accrued prior to such assignment. Any attempted assignment in violation of this section shall be void.

14. Confidentiality

Each party acknowledges that in the course of performing services under this Agreement, it may receive or have access to confidential or proprietary information of the other party, including but not limited to business plans, marketing strategies, scripts, financial information, trade secrets, customer data, project materials, and other non-public information ("Confidential Information"). Each party agrees to use Confidential Information solely for purposes of performing under this Agreement and to take reasonable measures to protect such Confidential Information from unauthorized disclosure. Neither party shall disclose Confidential Information to any third party except to employees, contractors, or advisors who have a legitimate need

to know and who are bound by confidentiality obligations. Confidential Information shall not include information that:

1. Is or becomes publicly available without breach of this Agreement;
2. Was lawfully known to the receiving party prior to disclosure;
3. Is independently developed without use of the disclosing party's Confidential Information; or
4. Is required to be disclosed by law, regulation, or court order.

These confidentiality obligations shall survive termination or completion of any Project for a period of three (3) years.

15. Indemnification

Client shall indemnify, defend, and hold harmless Overneath and its officers, employees, contractors, and agents from and against any third-party claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) materials, content, assets, data, or instructions supplied by Client; (ii) Client's breach of this Agreement or any Statement of Work; or (iii) Client's violation of any applicable law, regulation, or third-party rights. Overneath shall indemnify and hold harmless Client from and against third-party claims arising directly from Overneath's willful misconduct, gross negligence, or knowing infringement, subject to the Limitation of Liability section, of third-party intellectual property rights in materials created solely by Overneath, except to the extent such claims arise from Client-supplied materials or instructions. The indemnified party shall promptly notify the indemnifying party of any claim and cooperate reasonably in the defense. The indemnifying party shall control the defense and settlement of such claim, provided that no settlement shall impose liability or obligations on the indemnified party without its prior written consent.

16. Insurance

Overneath maintains commercially reasonable insurance coverage customary for a video production company of similar size and scope of services, which may include general liability insurance, workers' compensation coverage as required by law, and automobile liability coverage where applicable. Certificates of insurance may be provided upon written request. If Client requires specific coverage limits, additional insured endorsements, waivers of subrogation, or project-specific insurance beyond Overneath's standard coverage, such requirements must be disclosed in writing prior to execution of the applicable Statement of Work. Any additional insurance

requirements beyond Overneath's standard coverage may require adjustment to pricing, which shall be reflected in the applicable Statement of Work or Change Order unless otherwise agreed in writing. Nothing in this Agreement shall be construed to expand Overneath's liability beyond the limits set forth in the Limitation of Liability section.

17. Venue, Attorney's Fees, and Applicable Law

The validity and interpretation of this Agreement shall be construed in accordance with the laws of the State of Michigan. Any court action to enforce this Agreement, or relating to or arising out of this Agreement or the services provided by Overneath shall be brought in a court of competent jurisdiction in the County of Kalamazoo, State of Michigan. In any action, arbitration or other judicial, quasi-judicial or extra-judicial proceeding related to any dispute arising from this Agreement, each party to this Agreement shall bear their own attorney's fees. In case any provision shall be severable from the remainder of this Agreement, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. Unless otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors and assigns. Each party represents that all required authorizations for its execution of this Agreement necessary to make this instrument binding in accordance with its terms against such party have been obtained and are in effect.

1. **Limitation Period for Claims:** Any claim, demand, or cause of action arising out of or relating to this Agreement or any accepted Statement of Work must be brought within one (1) year after the date of final delivery of the applicable Project, termination of the applicable Statement of Work, or the date the claim arose, whichever occurs first. Any claim not brought within such period shall be permanently barred.
2. **Mediation Requirement:** Prior to initiating any litigation or formal legal proceeding, the parties agree to attempt in good faith to resolve any dispute arising under this Agreement through confidential mediation conducted in Kalamazoo County, Michigan, or another mutually agreed location. Each party shall bear its own costs of mediation and share equally in the mediator's fees. If the dispute is not resolved through mediation within sixty (60) days after a written request for mediation, either party may pursue any remedies available under applicable law.

18. Payment

Client agrees to pay Overneath for services based on the fixed-price, hourly, and ad-hoc rates listed in each signed Statement of Work. Specific payment terms may be customized within an individual Statement of Work prior to execution. In the absence of alternate written terms, the following default provisions shall apply:

1. **Fixed-Price Projects:** For fixed-price projects, Overneath's standard terms are the "50/50" structure. An initial invoice equal to fifty percent (50%) of the total fixed-price shall be issued upon execution of the Statement of Work and must be paid prior to commencement of services unless otherwise agreed in writing. The remaining fifty percent (50%) shall be invoiced upon substantial completion or final delivery of the Project. Approved Change Orders and additional authorized services shall be invoiced separately or added to the final invoice.
2. **Hourly and Ad-Hoc Services:** For hourly or ongoing services, Overneath may invoice monthly for services rendered. Invoices shall reflect time and materials incurred during the applicable billing period.
3. **Net Terms:** Unless otherwise specified in the Statement of Work, all invoices are due within thirty (30) days of the invoice date ("Net 30").
4. **Late Payments:** Any undisputed amount not paid when due shall accrue interest at a rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) or the maximum rate permitted by applicable law, whichever is lower, beginning on the day following the due date until paid in full.

Overneath reserves the right to suspend performance of services, withhold deliverables, pause project timelines, or decline to commence additional work if Client fails to make timely payment of undisputed amounts. Any resulting delay shall not constitute breach by Overneath and may require adjustment of the Project schedule. Client shall be responsible for all reasonable costs of collection incurred by Overneath in recovering overdue amounts, including reasonable attorneys' fees, court costs, and collection agency fees. Client shall not withhold, offset, or deduct any amounts from invoices except for amounts disputed in good faith and communicated in writing prior to the payment due date. Overneath reserves the right to apply payments to outstanding balances in its reasonable discretion. Client's payment obligations are not contingent upon receipt of funds from any third party.

19. Deliverables and Copyright

Overneath will furnish final products in accordance with the mutually agreed-upon terms or as specified in the accepted Statement of Work. This encompasses various

formats such as digital downloads, packaged or printed DVDs or Blu-rays, and digital portable hard disks, among others. The Client is responsible for collecting all final products from Overneath unless otherwise outlined in the signed Statement of Work. In instances where delivery or pickup services are necessitated, travel expenses may be invoiced at a rate of $75 per hour and $1 per mile, unless otherwise included in the accepted Statement of Work. All deliverables are governed by the terms of use delineated in Annex A: Intellectual Property and Usage Rights. Any release or transfer of rights in raw footage or project files is documented in a separate Asset Release Addendum, as described in Annex C.

20. Storage and Archival Policy

Overneath will retain raw footage and project media for a period of up to six (6) months following final delivery of the project. After this six-month period, Overneath may permanently delete or purge such materials at its discretion without further notice to Client. As part of its standard internal practices, Overneath may archive final exported deliverables in a cloud-based hosting platform (such as Vimeo or a comparable service) for client access and portfolio purposes. Overneath may also archive selected used footage on long-term external storage devices. All archival storage is provided as a courtesy only. Overneath does not guarantee indefinite storage, retrieval, or preservation of any materials. Storage media, cloud platforms, and external hard drives are subject to technical failure, degradation, discontinuation, or data loss. Overneath makes no warranty regarding the lifespan or availability of archived materials. Clients who require perpetual or long-term possession of raw footage must request transfer of such materials prior to the expiration of the six-month retention period or at the time of project booking. Additional fees may apply for preparation, duplication, or transfer of assets. Client acknowledges that it is Client's responsibility to maintain its own copies of all final deliverables once delivered. Overneath shall not be liable for loss, corruption, or deletion of any project materials beyond the six-month retention period.

21. Signatures

I hereby declare that I am an authorized representative or agent for myself or the organization listed below and that I have read, understand and agree to each clause and stipulation of the Overneath Creative Collective, LLC Terms and Conditions in this Contract.

Party 1: Client (Signee)

Client Organization Name (optional)

Name of Signee (Printed)

Authorized Client Signature

Date

Contact Name (if different from above)

Contact Email

Main Address (Street, City, State, Zip)

Phone

Party 2: Overneath Creative Collective, LLC

Overneath Authorized Signature

Date

Name of Signee (Printed)

Title

Annex A

Intellectual Property and Usage Rights

1. Introduction

This annex provides detailed terms and conditions related to the licensing and use of videos, photos, and other media produced by Overneath as part of any project. These terms protect the intellectual property rights of Overneath and clarify the rights granted to the Client under various usage scenarios. The license types defined in Section 4 are the license types referenced in the Licensing table of every Overneath Statement of Work and Change Order.

2. General Usage Terms

All final deliverable video, photographic, graphic, animation, and other creative materials specifically identified as Deliverables in an accepted Statement of Work shall be considered “work made for hire” for the benefit of the Client upon full payment of all amounts due under the applicable Statement of Work. To the extent that any Deliverables do not qualify as a work made for hire under applicable copyright law, Overneath hereby irrevocably assigns and transfers to Client all right, title, and interest in and to such Deliverables, including all associated copyrights, upon receipt of full payment for the applicable Project. The Client may modify, edit, or otherwise use the final Deliverables as they see fit. Overneath reserves the right to request that its name not be associated with altered versions of the Deliverables if such alterations could misrepresent or damage the perceived quality of Overneath’s work.

Client ownership of a Deliverable is distinct from the scope in which that Deliverable may lawfully be distributed. A finished Deliverable ordinarily contains licensed third-party elements, including music, stock footage, stock imagery, fonts, voice-over, and on-camera talent. Each of those elements carries its own license or release, granted for a defined scope and duration by a party other than Overneath. The Media, Term, and Territory recorded for a Deliverable in a Statement of Work or Change Order state the distribution scope that the Deliverable as a whole has been cleared for, and are governed by Section 4 of this Annex.

3. Portfolio, Publicity, and Marketing Rights

Unless otherwise agreed in writing, Overneath retains the right to display, reproduce, publish, and promote final deliverables created under any accepted Statement of Work for purposes of marketing, portfolio display, case studies, awards submissions, social

media promotion, and other business development activities. Such usage may include display on Overneath's website, Vimeo, YouTube, social media platforms, pitch decks, email marketing materials, industry events, and other promotional channels. Overneath may tag or reference Client and collaborators when sharing publicly released work. If Client prefers not to be tagged or publicly identified, Client must provide written notice of such preference.

If Client requires that a project remain confidential or not be publicly published, Client must notify Overneath in writing prior to project commencement or prior to public release. Upon written notice, Overneath will refrain from public posting or publication of the project. Notwithstanding the foregoing, Overneath retains the right to privately display completed work samples to prospective clients for business development purposes, unless Client expressly prohibits such private portfolio use in writing. Overneath reserves the right to display and promote any Deliverables that have been publicly released by Client without restriction or confidentiality designation, subject to honoring any written request regarding tagging or attribution preferences.

4. Usage Rights: Media, Term, and Territory

Usage rights for commercial video are defined on three axes: the Media in which a Deliverable may appear, the Term for which it may appear there, and the Territory in which it may appear. This is the standard framework across the advertising and production industry, and it is the framework used by the music libraries, stock providers, voice-over artists, and talent agencies whose material may be incorporated into a Deliverable. Overneath uses the same three axes so that the rights granted to Client for a Deliverable can be matched directly against the rights secured for every element within it.

Every Deliverable identified in a Statement of Work or Change Order is recorded with a Media, a Term, and a Territory. Deliverables that share identical entries may be combined on a single line.

The Media recorded for a Deliverable is the broadest Media it has been cleared for as finished and delivered. Because a Deliverable ordinarily contains licensed third-party elements, the Media recorded reflects the most restrictive clearance among all elements it contains. If the music in a Deliverable is cleared only for organic use while every other element is cleared for broadcast, that Deliverable is recorded as Owned and Organic.

4.1 Media

The Media below are cumulative. Each includes the Media above it, so a Deliverable recorded as M5 Broadcast / Cable also carries M1 through M4, subject to the Term and Territory recorded for it.

Code	Media	Scope	Default Term
M1	Internal	Use within the Client's own organization only. Intranet, internal communications, training and onboarding, all-hands and team meetings, and one-to-one sales or investor presentations. No public distribution.	Perpetual
M2	Owned and Organic	Everything in M1, plus the Client's owned and organic channels. Client website, owned social accounts, YouTube, Vimeo, email, blogs, earned media and press, trade show and event loops, and printed collateral. No paid media placement.	Perpetual
M3	Paid Social / Digital	Everything in M2, plus paid placement across social and digital. Paid and boosted social, display and programmatic, and pre-roll or mid-roll on digital advertising platforms.	12 months
M4	OTT / CTV / Streaming	Everything in M3, plus ad-supported streaming, connected television, and addressable television placement.	12 months
M5	Broadcast / Cable	Everything in M4, plus linear television and cable placement. A Territory must be recorded.	12 months
M6	Print / Out-of-Home / Display	Everything in a selected Media, plus print advertising, billboards, transit, in-store and digital signage, cinema, and other out-of-home placement. A Territory must be recorded.	12 months
M7	Other	Any scope not described above, defined in full in the applicable Statement of Work or Change Order.	As specified

4.2 Term

1. **Perpetual Media:** M1 and M2 are perpetual and do not expire. Material published to owned and organic channels may remain published.
2. **Usage Start Date:** Where a Usage Start Date is recorded for a Deliverable in the Statement of Work or Change Order, the Term for the term-limited Media runs from that date. Where none is recorded, the Term runs from the earlier of (i) the

date the Deliverable is first aired, published, or placed in that Media, or (ii) ninety (90) days after final delivery of the Deliverable. This follows standard commercial practice, under which a usage term is measured from first use but does not remain open indefinitely if placement is deferred.

3. **Fixed-date third-party licenses:** Certain third-party elements, particularly music and stock libraries, are licensed on fixed calendar terms set by the licensor rather than on terms measured from first use, and those terms are not negotiable. Where an element within a Deliverable is licensed on fixed dates, Overneath will record those dates as the Term for that Deliverable in the Statement of Work, and those recorded dates control.
4. **Effect of expiration:** Expiration ends new placement in the term-limited Media. It does not require Client to recall, unpublish, or remove material already aired, published, or placed during the Term, and it does not affect the perpetual rights granted under M1 and M2.
5. **Renewal:** Terms may be extended by Change Order. Renewal may require re-clearance and additional fees payable to third-party licensors, including music, stock, and talent, at then-current rates.
6. **Earliest expiration controls:** Where a third-party license or signed release governing an element of a Deliverable expires earlier than the Term recorded for that Deliverable, the earlier expiration controls as to that Deliverable.

4.3 Territory

Territory defaults to Worldwide. A narrower Territory applies only where one is recorded in the Statement of Work or Change Order. For M5 Broadcast / Cable and M6 Print / Out-of-Home / Display, a Territory must be recorded, because linear and out-of-home placements are cleared and priced by market.

Territory	Definition
Local	A single designated market area or metropolitan area, named in the Statement of Work.
Regional	A named group of markets, a single state, or a defined multi-state area, named in the Statement of Work.
National	A single named country. Where no country is named, National means the United States.
North America	The United States, Canada, and Mexico.
Worldwide	No geographic restriction, subject to applicable local, federal, and international law. This is the default.

4.4 Recording usage rights in a Statement of Work or Change Order

Each Statement of Work and Change Order records usage rights in a table with the columns Deliverable, Media, Term, and Territory. The Media entry uses the code and name from Section 4.1, for example “M2 Owned and Organic.” Term defaults to Perpetual and Territory defaults to Worldwide where the recorded Media is M1 or M2. Where the table of an executed Statement of Work or Change Order conflicts with this Annex, the executed document controls as to that Project. Where a separate written master agreement governs the Project, the definitions in that agreement prevail.

4.5 Licensing costs and changes to usage

Overneath secures the third-party licenses and talent releases required to cover the Media, Term, and Territory recorded for each Deliverable. This includes music, stock footage and imagery, fonts, voice-over, and on-camera talent. The cost of securing those rights at the recorded usage is included in the Project price set out in the Statement of Work.

Licensing costs scale with usage. Broader Media, a longer Term, or a wider Territory generally carry higher fees from the licensors of the elements within a Deliverable. Some elements may require re-clearance at the broader scope, and some may not be available at that scope at any price, in which case the element must be replaced and the Deliverable revised.

For this reason, Client should identify its intended usage before the Project begins, so that the required rights can be secured and priced into the Statement of Work. Usage identified up front is almost always less expensive than usage added later.

If Client requires usage beyond what is recorded, whether during the Project or after final delivery, Overneath will quote the additional licensing fees and any associated production costs, and the expanded usage will be documented in a Change Order. Additional usage should not be assumed to be available at no cost. Use of a Deliverable beyond the recorded Media, Term, or Territory is not authorized until the applicable Change Order is executed.

4.6 Artificial intelligence and digital replicas

No Media in this Section authorizes the creation or use of an AI-generated or synthetic digital replica, digital double, or voice clone of any person appearing in a Deliverable, or the use of a Deliverable to train or develop any artificial intelligence model. Overneath’s standard talent releases do not grant these rights. Any such use requires

the separate, specific, written consent of the individual concerned, and remains subject to the Artificial Intelligence Tools and Technologies section of the General Terms.

5. Derivative Assets and Restrictions

Any new asset created by alteration, edit, excerpt, or copy of a Deliverable or its underlying raw assets carries the same Media, Term, and Territory as the Deliverable from which it was derived. Cutting a broadcast spot down to a social edit does not broaden the usage of the material within it. Where a derivative asset is intended for usage beyond what is recorded for its source Deliverable, Section 4.5 applies.

Client shall not sell, lease, sublicense, or provide a Deliverable to third parties for resale or redistribution without the explicit written permission of Overneath. This does not restrict Client's distribution of a Deliverable through its own channels within the recorded Media.

6. Attribution

In situations or publications where credits or attributions are appropriate, Client should use attribution similar to the formats listed here. While Overneath prefers these formats, Client may choose something approximating them to communicate the contributions of Overneath:

1. "An Overneath Film" for full video products.
2. Specific credits using "<action> by <name of person>", for example "Directed by John Doe", for video products requiring a formal credit roll.
3. "Photography by <name of photographer> at Overneath" for photography products.
4. Individual service or role credit alongside "Overneath", for example "Color by John Doe, Overneath".

7. Copyrights of Footage and Files

Overneath retains ownership of all raw footage, production files, and other created components of the production process, unless these are explicitly listed as a Deliverable in the Deliverables section of the Project's accepted Statement of Work or Change Order.

Where raw footage or project files are listed as a Deliverable, they are treated as any other Deliverable under this Annex. They are work made for hire for the benefit of Client, ownership transfers upon full payment for the applicable Project, and the cost

of preparing and delivering them is included in the Project price. A release granted this way applies only to the Project under which it was listed.

A standing release covering raw footage and project files across all Projects governed by this Agreement is addressed in Annex C.

8. Intellectual Property Warranties

Overneath represents that, to the best of its knowledge, original creative materials produced solely by Overneath and delivered as final deliverables do not knowingly infringe upon the intellectual property rights of any third party. Overneath does not warrant or guarantee the legality, accuracy, or non-infringement of materials, content, data, scripts, branding assets, music, footage, or other items supplied by Client. Deliverables incorporating licensed third-party materials, including but not limited to stock footage, music, fonts, software, or visual assets, are subject to the terms, scope, and limitations of the applicable license agreements. Overneath makes no warranty beyond the rights granted under such licenses. Overneath does not warrant uninterrupted use of deliverables on third-party platforms or services, nor does Overneath guarantee commercial performance, audience engagement, advertising results, or business outcomes arising from use of the deliverables.

9. Violations and Penalties

Overneath is not liable for any use of copyrighted material in the final product that goes beyond the scope of the terms of use and licenses provided. Unauthorized use may result in legal action and potential penalties.

Annex B

Production Services and Operations

1. Introduction

This annex outlines the specific terms and conditions applicable to the provision and management of equipment, hiring of contractors, and handling of props by Overneath in the execution of projects, together with terms governing specialized or regulated production services. This annex is an integral part of the contract and must be adhered to wherever relevant operations are employed.

2. Equipment Provision and Usage

Overneath will provide all necessary technical equipment for video recording and photography as stipulated in the project's accepted Statement of Work unless otherwise noted. Any additional equipment required and not originally included in the project's accepted Statement of Work, but later deemed necessary, must be provided by the Client or will be billed to the Client at cost if provided by Overneath. Overneath will handle all equipment with the utmost care and is responsible for the regular maintenance of its equipment. Clients are expected to handle any Overneath equipment with care during their use and will be responsible for any damages caused by negligence or misuse.

3. Contractors

Overneath routinely hires subcontractors for highly specific roles in video and photo production. The costs for these subcontractors are included in the project's accepted Statement of Work. Depending on the nature of the production, subcontractors may be subject to rules and regulations governed by trade unions such as IATSE (International Alliance of Theatrical Stage Employees) or SAG-AFTRA (Screen Actors Guild and American Federation of Television and Radio Artists).

4. Art and Style Departments

Overneath will provide specific props, wardrobe, sets, and other art and style items either ad-hoc or within a specific budget as outlined in the accepted Statement of Work. Any requirements for props that fall outside of the originally agreed scope of work will require a change order or approval. Additional costs incurred will be the responsibility of the Client and must be agreed upon before proceeding.

5. Risk and Liability

Overneath is not liable for damages to equipment or props caused by Client misuse or environmental factors outside of Overneath's control. Overneath maintains insurance covering its equipment, but additional insurance may be required for certain projects, especially those involving high-value items, complex setups, or human safety liability. If supplemental insurance is required, it will be included as a point in the Statement of Work or Change Order.

6. Licensed and Regulated Operations

Certain production services may require licensed operators, regulatory approvals, specialized safety procedures, or compliance with federal, state, local, or industry-specific standards. These services may include, without limitation, drone operations, aviation services, cranes, elevated platforms, marine or underwater filming, pyrotechnics, specialty rigs, union-regulated labor, or other regulated activities. Overneath shall ensure that services performed directly by Overneath are conducted in compliance with applicable laws and, where required, supervised or performed by properly licensed personnel. If site-specific permits, property permissions, or regulatory authorizations are required and fall under Client's control, Client shall be responsible for obtaining such approvals unless otherwise agreed in writing.

7. Safety Authority

The designated operator, supervisor, or licensed professional overseeing any regulated or safety-sensitive operation retains final authority regarding safety determinations and may suspend, modify, or cancel such activity if conditions are unsafe, unlawful, or non-compliant. Such suspension shall not constitute breach of this Agreement.

8. Environmental and Operational Constraints

Production services involving specialized equipment or regulated activities are subject to weather conditions, site limitations, regulatory approvals, and operational safety standards. If conditions prevent lawful or safe execution, services may be rescheduled without liability, and timelines may be adjusted accordingly.

Annex C

Release of Raw Assets

1. Purpose

Raw footage and project files may be released to Client in one of two ways.

On a single Project, they may be listed as a Deliverable in that Project's Statement of Work or Change Order. Where they are, they transfer to Client with the other Deliverables under Annex A, Section 7, the cost of providing them is included in the Project price, and no further document is required. This is the ordinary route for a one-off release.

This Annex addresses the second route: a standing release covering raw footage and project files across all Projects governed by this Agreement. This Annex does not itself grant any such rights.

2. Asset Release Addendum

A standing release is granted only under a separate written Asset Release Addendum executed by authorized representatives of both parties. An Asset Release Addendum ordinarily covers all Projects governed by this Agreement, and may also be used to release assets for a single completed Project where the release was not included in that Project's Statement of Work. Each Addendum identifies the materials it covers.

Nothing in this Agreement obligates Overneath to grant an Asset Release Addendum, and any grant may be conditioned on additional fees, additional third-party clearances, or both.

3. Release or License

Each Asset Release Addendum states whether the grant is a Release or a License:

1. **Release.** Overneath assigns to Client its ownership of the copyright in the identified materials.
2. **License.** Overneath retains ownership of the copyright and grants Client defined permissions, recorded as Media, Term, and Territory in the same form used in Annex A, Section 4.

4. Third-Party Material Within Raw Assets

This Section applies however raw assets are released, whether as a Project Deliverable under Annex A, Section 7 or under an Asset Release Addendum. Raw footage and project files may contain licensed third-party material and recorded individuals. A release of raw assets conveys only those rights Overneath itself holds. It does not extend, renew, or broaden any third-party license or talent release, and does not authorize use of that material beyond the scope of its own license. New assets created from released raw materials may require additional licenses or releases, including for music, stock imagery, and likenesses, and Annex A, Section 4.5 applies to any resulting change in usage.