



SERVICE AGREEMENT

This Service Agreement (“*Agreement*”) is entered into effective as of [REDACTED] by and between APEX MEDIA GLOBAL, located at Elmhurst, NY 11373, USA (“*Service Provider*”), and [REDACTED] located at [REDACTED] (“*Client*”).

I. Scope of Work

- a. **Project Description:** Service Provider agrees to create a **Proof of Concept** (“*POC*”) for Client's book, titled [REDACTED] (“*Book*”). The POC is intended to visually present the concept of the Book to production companies for potential investment or distribution interest.
- b. **Specifications:** The POC shall be a 2–3-minute video designed to present a compelling glimpse of the Book. It shall include scriptwriting, storyboard creation and development, filming, editing, music, and special effects as detailed in Exhibit A attached hereto and incorporated by reference.

II. Fees and Payment

- a. **Total Cost:** The Client agrees to pay the Service Provider a total fee of THREE THOUSAND DOLLARS (\$3,000) for the services provided under this Agreement.
- b. **Additional Costs:** Any additional features or services not specified in Exhibit A shall be subject to additional fees, to be agreed upon in writing by the Parties prior to commencement.

III. Refund Policy

- a. **Non-Refundability:** All payments made under this Agreement are strictly non-refundable. This includes the initial deposit and any subsequent payments. Once the Service Provider has commenced work on the POC, no refunds will be issued under any circumstances.



- b. **Service Provider's Commitment:** The Service Provider commits to delivering the POC in accordance with Exhibit A and shall accommodate up to two (2) rounds of revisions based on Client's timely feedback.
- c. **Rationale for Non-Refundability:** The Client acknowledged that due to the creative nature of the services and the resources committed by the Service Provider, payments are non-refundable once work has commenced. This non-refundable clause ensures that the Service Provider is compensated for the significant investment of time, resources, and creative effort required to produce the POC. The Client acknowledges that the Service Provider's commitment to this project includes substantial preparatory work, which precludes the Service Provider from taking on other projects during the term of this Agreement.

IV. Delivery Timeline

Service Provider shall deliver the first draft of the POC to the Client on or before the [REDACTED]. Final delivery will be made on or before [REDACTED] [REDACTED] contingent upon timely feedback from the Client.

V. Review and Revisions

- a. **Included Revisions:** Client shall be entitled to two (2) rounds of revisions at no additional cost.
- b. **Additional Revisions:** Any revisions beyond the included two rounds shall be charged at \$1,000 per round, with each "round" defined as a list of requested edits submitted by the Client. Additional revisions shall be requested in writing by the Client and agreed upon by both parties.

VI. Intellectual Property Rights

- a. **Ownership:** Upon full and final payment, all rights, title, and interest in the final version of the POC (*excluding* pre-existing materials, stock footage, licensed music, templates, or tools used by the Service Provider) shall be assigned to the



Client. The Parties agree that the POC is not a "work made for hire" unless separately agreed in writing

- b. **Service Provider's Portfolio Use:** Service Provider shall have the right to use the POC, or portions thereof, in its promotional materials, website, and portfolio.
- c. **Service Provider's Usage Rights:** Service Provider reserves the right to use the POC and any associated materials for promotional purposes, including but not limited to portfolio display, unless otherwise agreed upon by both Parties in writing.
- d. **Reserved Rights:** Service Provider retains ownership of any templates, proprietary tools, or know-how used in the creation of the POC.

VII. Limitation of Liability

The Service Provider shall not be liable for any indirect, special, incidental, or consequential damages arising out of this Agreement. In no event shall the Service Provider's total liability under this Agreement exceed the total amount paid by the Client.

VIII. Termination

- a. **Termination by Client:** The Client may terminate this Agreement at any time by providing written notice to the Service Provider. However, such termination will not entitle the Client to any refund of payments already made.
- b. **Termination by Service Provider:** The Service Provider may terminate this Agreement upon written notice if the Client fails to make timely payments or otherwise breaches any term of this Agreement and fails to cure such breach within fifteen (15) days.

IX. Confidentiality

Each Party agrees to maintain in confidence all proprietary or confidential information disclosed in connection with this Agreement and shall not disclose such information to any third party without prior written consent, unless required by law.



X. Indemnification

Client agrees to indemnify, defend, and hold harmless Service Provider from any and all claims, damages, or liabilities arising from Client's use, publication, or distribution of the POC, including but not limited to any third-party intellectual property claims.

XI. Force Majeure

The Service Provider shall not be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, labor disputes, pandemics, governmental actions, or natural disasters.

XII. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict-of-law principles. Any legal action arising from this Agreement shall be brought in the courts located in New York County, New York.

XIII. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior or negotiations, contemporaneous agreements, representations, and understandings, whether written or oral.

XIV. Amendments

No modification of this Agreement shall be valid unless made in writing and signed by both Parties.

XV. Severability

If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement shall continue in full force and effect.



By signing below, both parties agree to the terms and conditions specified in this Agreement.

Apex Media Global

Name: [Redacted]
Signature: [Redacted]
Date: [Redacted]

Name: [Redacted]
Signature: [Redacted]
Date: [Redacted]





Exhibit A

Detailed Scope of Services for Proof of Concept (POC) Video

This Exhibit A is incorporated into and made part of the Service Agreement dated [REDACTED], between the Service Provider and the Client. It outlines the specific creative, technical, and production requirements for the creation of the POC video based on the book titled The Forest.

1. **Duration of the POC:** 2-3 minute/s
2. **Visual style or themes:** TBD
3. **Types of footage or animations to be used:** TBD
4. **Types of background music or sound effects:** TBD
5. **Narration or text elements:** TBD
6. **Any other unique features or requirements specified by the client or the producer:** [REDACTED]

