

Important — Template status

This is a general commercial template, not legal or tax advice. Complete the project particulars and obtain local legal and tax review before execution, particularly for cross-border services or work physically performed in Vietnam.

1. Parties and project details

Service Provider: Mario Richard, operating professionally under the brand mariorichard.ca (the "Provider"). Legal address: _____ . Email: _____ .

Client legal name: _____ . Registration number (if applicable): _____ . Address: _____ . Contact / email: _____ .

Project title: _____ . Country / filming location: _____ . Dates: _____ . Proposal reference: _____ .

2. Services and scope

The services may include Corporate Storytelling Documentaries, Leadership Storytelling Documentaries, Corporate Video Production, and Professional Photography, as expressly selected in the accepted proposal. The accepted written proposal or statement of work ("SOW") forms part of this Agreement and specifies creative objectives, locations, production dates, deliverables, duration, resolution, number of photographs, subtitles, schedule and fees. Any additional work requires written agreement on scope, price and timing.

3. Fees, payment and release

Project fee and currency: _____ . Unless the SOW states otherwise, 50% is due on signing and before production is scheduled; the remaining 50% is due after presentation of the completed work for approval and before release of final, unwatermarked, high-resolution files. Payments shall be made to Mario Richard using the payment instructions shown on the invoice. Bank fees, currency conversion and legally applicable taxes or withholding are addressed in the SOW or applicable addendum. The Provider may pause work for overdue payments.

4. Schedule and client cooperation

The Provider will use reasonable efforts to meet agreed dates, subject to timely client feedback and access. The Client supplies accurate information, a single authorized contact, interview participants, locations, permissions, releases and brand assets. Delays or reshoots caused by the Client may affect schedule and fees.

5. Reviews and revisions

Two rounds of minor revisions to the agreed edit or photo selection are included if requested together by the Client within ten business days of each review delivery. Changes in concept, additional filming, new interviewees, major restructuring, extensive retouching or additional versions are separately quoted. Silence does not automatically constitute approval unless the SOW expressly states so.

6. Creative control and third-party materials

The Provider directs filming, interviews, editing, color, pacing and music selection consistent with the approved brief. The Client warrants that it may provide all supplied trademarks, materials and likeness permissions. Licensed music, stock and other third-party elements remain subject to their respective license terms.

7. Copyright, final-use license and raw files

Unless expressly agreed otherwise in writing, the Provider retains ownership of original footage, raw photographs, project files and working materials. After full payment, the Client receives a non-exclusive, worldwide, perpetual license to use, publish and distribute the approved final deliverables for its lawful business and promotional purposes. Resale, transfer of source files or licensing to unrelated third parties requires written agreement. The Client retains rights in its pre-existing materials.

8. Portfolio and publicity authorization

Subject to any signed confidentiality agreement and agreed embargo, the Client authorizes the Provider to retain copies of approved final photographs and videos and display excerpts or completed deliverables on mariorichard.ca, in portfolios, proposals, presentations, LinkedIn, YouTube and professional social media to demonstrate the Provider's work. The Client must identify any confidential or restricted material in writing before publication. This clause does not authorize disclosure of confidential information or override third-party privacy or image rights.

9. Confidentiality and data

Each party will use reasonable care to protect non-public information received for the project and use it only to perform the agreement. Required disclosures by law are permitted. The parties will agree separately on any specific privacy, data-transfer, NDA or security requirements.

10. Cancellation and postponement

If the Client cancels after production is scheduled, the initial deposit may be retained to cover reserved time and committed costs, to the extent permitted by applicable law; the Provider will account for any additional approved, non-recoverable expenses and work performed. Postponement, weather contingencies and rescheduling charges should be specified in the SOW. If the Provider cannot perform, the parties will agree on rescheduling or an appropriate refund for undelivered work.

11. Travel, safety and compliance

Travel, lodging, permits, equipment transport and local crew costs are included only when expressly stated in the SOW. Work is conditional on lawful permission to perform the services in the relevant location; neither party is required to proceed with activity that violates local law.

12. Liability, force majeure and dispute resolution

Neither party is liable for delays caused by events beyond reasonable control, provided it promptly notifies the other and mitigates impact. Any liability cap, exclusions, governing law, dispute venue and mandatory consumer or statutory rights must be completed in the SOW or a jurisdiction-specific addendum; no governing law is implied by the domain name.

13. Order of precedence and signatures

In case of conflict, a signed jurisdiction-specific addendum prevails over this Agreement, followed by the signed SOW, then these general terms. Electronic signatures and counterparts are permitted where lawful.

Client authorized signatory: _____ Date: _____

Mario Richard (Provider): _____ Date: _____

SOW checklist (complete before signing)

Deliverables / formats: _____ . Production location and dates: _____ .
_____. Timeline: _____ . Total fee / currency: _____ .
_____. Deposit amount: _____ . Taxes / withholding: _____ .
_____. Travel / permits: _____ . Governing law / dispute forum: _____ .
_____. Special conditions: _____ .

ANNEX A — VIETNAM-SPECIFIC ADDENDUM

A1. When this addendum applies

Use only for projects involving work in Vietnam, after confirming the actual parties, work authorization, tax classification and applicable local requirements with qualified Vietnamese advisers.

A2. Personal income tax / withholding

Where a lawful Vietnam freelance arrangement requires the Client to withhold personal income tax, the Client shall calculate, withhold, remit and provide official evidence of remittance in accordance with applicable law. A 20% withholding rate is a proposed commercial planning assumption ONLY if confirmed legally applicable to this specific arrangement; it is not automatically applied to all clients, invoices or foreign contractors. Specify whether quoted compensation is gross or net and how any withholding affects the invoiced amounts.

A3. Permissions and local arrangements

Before filming, the parties shall confirm immigration and work authorization, any required local production partner, permits, releases, and responsibility for compliance. Tax withholding alone does not confer permission to work.

A4. Vietnam project particulars

Client tax code: _____ . Verified withholding rate / basis: _____ . Gross fee: _____ .
_____. Withheld amount: _____ . Net remittance: _____ . Proof of remittance due: _____ .
Authorized local production partner / permits (if applicable): _____ .