

# creative transformation agreement

**This Retainer Agreement** ("Agreement") is entered into on this 4th day of April, 2025 (the "Effective Date"), by and between:

**Tomorrow X FZCO**, a Free Zone Company registered under the International Free Zone Authority (IFZA), with its registered address at IFZA Business Park, DDP, Premises No. 21443 - 001, Dubai, United Arab Emirates, represented by Mr. Haidar Hawie, Managing Director (hereinafter referred to as the "Agency");

AND

**SEBASTIAN AND WOLF REAL ESTATE L.L.C**, a Limited Liability Company duly registered and existing under the laws of Dubai, United Arab Emirates, with its registered address at Shop 2, Bluebell Residence Tower, JVC, Dubai, United Arab Emirates, represented by Ms. Lene Chalhoub, CEO (hereinafter referred to as the "Client").

## WHEREAS:

- The Agency is engaged in the business of providing creative services, including but not limited to brand development;
- The Client desires to retain the Agency's services on a monthly basis under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

## **1. Scope of Work**

### **1.1 Monthly Deliverables**

The Agency shall provide brand development services to the Client as per the agreed proposal plan and timelines under this retainer. The specific deliverables for each month shall be mutually agreed upon in writing and detailed in the corresponding invoice.

### **1.2 Rollover and Scope Changes**

If any deliverables are not completed within the same calendar month due to feedback delays from the Client, the remaining work shall roll over into the following month's scope without additional charge, provided it remains within the originally allocated 20 working days.

However, if the delay or change is due to an expansion of scope, additional requests, or new deliverables beyond the agreed scope, the Agency shall inform the Client in writing, and the additional work shall be subject to a separate agreement or invoice.

### **1.3 Agency Delay and Extension of Timeline**

The Client shall not be held accountable or charged any costs due to delays in the completion of the Deliverables (Scope of Work) if such delays are caused by, or result from, the Agency's delay in completing the original tasks or in addressing the related comments within the one-month period. In such cases, the timeline for fulfilling the obligations shall be extended until the Agency completes the work in the agreed-upon manner.

## **2. Retainer Fee**

The Client agrees to pay the Agency a fixed monthly retainer of USD \$15,000 (Fifteen Thousand US Dollars) via bank transfer to the bank account specified on the Agency's invoice.

This monthly retainer fee is non-refundable and is paid to reserve the Agency's time, resources, and availability for the designated month. It is not subject to cancellation, reimbursement, or partial refund under any circumstances.

## **3. Working Days**

The monthly retainer covers a total of twenty (20) working days per month.

#### **4. Invoicing and Payment Terms**

The Agency shall issue an invoice on the 1st calendar day of each month. The Client agrees to settle the invoice in full as a one-time payment. Monthly services shall commence only upon confirmation of payment receipt.

#### **5. Term and Termination**

This Agreement shall commence on the Effective Date and continue on a monthly basis. The Agreement shall auto-renew each month unless either party provides written notice of termination at least five (5) days prior to the end of the current month.

#### **6. Revisions Policy**

The Client is entitled to a maximum of three (3) revision rounds per deliverable. Revisions are intended for minor refinements to the original concept and must remain within the agreed scope of work. Each revision round shall not exceed one (1) business day of work effort.

The Client must submit revision requests within five (5) business days of receiving a deliverable. If no revisions are requested within this review window, the deliverables shall be deemed accepted by default.

#### **7. Confidentiality and Ownership of Work**

All rights, title, and interest in the final deliverables shall transfer to the Client upon delivery. Both parties agree to maintain strict confidentiality regarding all proprietary information shared during the term of this Agreement. However, the Agency reserves the right to showcase non-confidential work created under this Agreement in its portfolio, website, case studies, and presentations.

##### **7.1 Delivery of Digital Assets upon Termination**

The Parties agree and confirm that the Agency is obligated to deliver all digital assets related to the outputs, materials, and designs to the Client upon termination of the contract.

##### **7.2 Use of Non-Confidential Work After Contract Termination**

After the termination of the Agreement, the Agency retains the right to showcase non-confidential work produced. Any work that has been publicly used, displayed, or distributed by the Client shall be deemed non-confidential for the purposes of this clause.

#### **8. Limited Liability**

To the fullest extent permitted by law, neither party shall be liable to the other for any indirect, incidental, special, or consequential losses or damages, including loss of business, revenue, or reputation, arising out of or related to the services provided under this Agreement.

## **9. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Dubai.

## **10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements, whether written or oral.

### **For Tomorrow X FZCO**

Name: Haidar Hawie

Title: Managing Director

Signature:

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Date:

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### **For SEBASTIAN AND WOLF**

Name: Lene Chalhoub

Title: CEO

Signature:

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Date:

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