

# InBold Terms and Conditions

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## Introduction

These Master Terms and Conditions govern the relationship between InBold (the "Agency" or "InBold") and the purchasing entity ("Client"). InBold and the Client are collectively referred to as the "Parties" and individually as a "party." To ensure clarity, the term "client" is used uniformly throughout this agreement to refer to the purchasing party.

This agreement is divided into three parts, alongside an Advanced Compliance Addendum:

- **Part 1:** Specific terms for sales and delivery.
- **Part 2:** Specialized Service Terms (Public Relations, Influencer, Events, Branding, Media Buying, Content Production, Information Technology (IT) & Hosting).
- **Part 3:** Master Legal Terms that apply universally to all services provided by InBold.
- Addendum: Advanced Compliance & Security.

## Part 1: Sales and Delivery Services

*These terms apply when InBold provides general strategic, creative, design, copy, or production services.*

### 1. Offers and Agreements

1.1 Offers are binding on InBold for 60 days from the date of the offer.

1.2 An agreement is concluded when the Client's acceptance has been received by InBold. In cases without express acceptance, an agreement is concluded when InBold issues an order confirmation or commences performance of the services, whichever occurs first. The Client may contest the terms of an order confirmation or the commencement of services only by providing written notice immediately upon receipt of the confirmation or immediately upon being notified that work is starting.

1.3 Offers are subject to the condition that any materials provided by the Client meet the required technical specifications outlined in the brief, that the Client does not require partial deliveries instead of one overall delivery, and that the submitted material corresponds to the quotation.

1.4 If the Client's briefing or provided materials differ significantly from the original assumptions used to generate the quotation, InBold reserves the right to submit a revised quotation and production plan. Work will not commence on the revised scope until the Client approves the updated quotation.

1.5 Change Orders: Any changes to the scope, deliverables, or timeline after the project has commenced must be documented in a written "Change Order" confirmed by both Parties, detailing any extra costs or delays, before InBold begins the new scope work.

### 2. Delivery and Correction Rounds

2.1 Delivery shall take place at the time agreed with the Client. All delivery timelines and project milestones must be mutually agreed upon in writing in a specific Statement of Work (SOW) or project plan prior to the commencement of work. In the event of delays caused by the client or force majeure, InBold is entitled to extend the delivery time or terminate the agreement.

2.2 Correction Rounds: Copy, design, and layout deliveries include 2 correction rounds, unless

otherwise agreed. A "correction round" is defined as one consolidated list of written feedback. While InBold performs internal quality checks and proofreading for communication and agency deliverables, the client is responsible for factual verification of all matters related to their product, services, and company.

For production clients where the client delivers the content, the client is responsible for final proofreading and factual verification before approval, unless otherwise agreed upon. Additional correction rounds will be invoiced separately.

2.3 Approval Delays: InBold will follow up in writing up to three times within fifteen (15) business days from the date of sending the deliverable to the Client. If the Client does not respond with specific written feedback, approval, or rejection within this fifteen (15) business day period, the delivery shall be deemed accepted, the relevant stage of the project considered complete, and InBold shall be entitled to invoice the Client for the pro-rata portion of the work completed, based on the agreed project milestones or actual hours worked. This clause does not remove InBold's obligation to remedy genuine defects in the deliverable that could not reasonably have been identified by the Client within the response period.

### **3. Source Files and Archives**

3.1 Source Files vs. Final Deliverables: Unless explicitly scoped in the agreed quotation, the Client is purchasing the final, flattened deliverables (e.g., MP4, PDF, JPEG). Native source files or working files (e.g., layered Photoshop, Premiere, 3D, or After Effects files or AI prompts) remain the property of InBold but may be purchased and transferred to the client under a separate commercial agreement.

3.2 Archives: InBold is not obliged to create and maintain long-term archives of project files. If the Client requires specific archival services, this must be agreed upon at the start of the job and paid for separately.

### **4. Printing, Physical Deliveries, and Repro Services**

4.1 Print Runs: InBold is entitled to an excess or short delivery of up to 10% of the agreed print run. If custom materials were manufactured by a third party, InBold is entitled to a reasonable deviation matching that supplier's terms.

4.2 Errors and Defects: InBold is not liable for errors the Client has not corrected in writing during the proofing stage. InBold is not liable for errors attributed to client-provided materials or for incorrect placement of elements if precise written instructions were not provided.

4.3 Repro Services: The Client's quality control assumes full responsibility at the start of printing. In the event of errors in printing plates, digital files, or film, InBold cannot be held liable for resulting loss and is only obliged to deliver new, corrected print files.

4.4 Complaints: The Client is responsible for immediately complaining about a defective delivery; failure to do so promptly forfeits the right to assert the defect.

## Part 2: Specialized Service Terms

*The following terms apply strictly to the extent that the Client engages InBold for the specific specialized services described below.*

### 5. Influencer & Talent Marketing

#### 5.1 Morals Clause

InBold reserves the right, at its sole discretion and without penalty to InBold or the Client, to immediately terminate, suspend, or pause any engagement with a talent or influencer where that person: (a) commits, is credibly alleged to have committed, or is charged with a criminal offense; (b) makes public statements or engages in conduct that brings, or is reasonably likely to bring, the Client or InBold into public disrepute, scandal, contempt, or ridicule; (c) violates platform community standards resulting in account suspension or demonetization; (d) breaches applicable advertising or disclosure laws; or (e) engages in conduct inconsistent with the Client's brand values as communicated in writing to InBold. In such cases, the Client shall pay for work completed and non-cancellable third-party costs incurred up to the date of termination, and any fees paid to the affected talent for unpublished deliverables may, where commercially recoverable, be refunded to the Client.

#### 5.2 Usage Rights

Intellectual property rights in all influencer-generated content remain with the influencer. Any use of such content by the Client or by InBold on the Client's behalf is by license only, not by assignment. Each SOW or influencer brief shall specify: (a) the territory of permitted use; (b) the duration of the license (default six months from first publication unless otherwise agreed); (c) the permitted media (organic social only; paid social amplification / whitelisting; website; email; other); (d) the platforms on which the content may appear; and (e) any exclusivity period during which the influencer may not promote competing products, defined by reference to a named category or named competitor list (default thirty (90) days post-campaign); and (f) the spend on the boosting. Extended usage, renewal of the license period, paid amplification not originally scoped, and cross-platform repurposing all require a separate written agreement and additional consideration to the influencer. A full buyout (perpetual, worldwide, all-media license or assignment) is available only where expressly scoped and priced in the SOW.

#### 5.3 Results and Warranties

InBold guarantees the execution of the agreed campaign, but we do not guarantee specific results such as sales, number of conversions, or guaranteed reach (unless these targets are explicitly agreed upon).

#### 5.4 Disclosure Compliance

Influencers and talent engaged under this Agreement are contractually required to comply with all applicable advertising disclosure laws and codes, including but not limited to the US Federal Trade Commission Endorsement Guides (16 CFR Part 255); the UK Advertising Standards Authority and CAP Code; the Danish Forbrugerombudsmanden guidelines on hidden advertising (skjult reklame) and the Marketing Practices Act (markedsføringsloven); equivalent consumer protection and marketing authorities in Sweden (Konsumentverket, Reklamombudsmannen), Norway (Forbrukertilsynet), and Finland (Kilpailu- ja kuluttajavirasto); and the EU Digital Services Act transparency obligations for commercial content on large online platforms. The Parties acknowledge that brands, agencies, and creators may each bear independent and joint liability for disclosure failures. Accordingly, InBold operates a rigorous compliance process that the Client agrees to support.

#### 5.5 Disclosure Wording and Placement

Every piece of sponsored content produced under this Agreement shall carry a clear, conspicuous, and unambiguous disclosure of its commercial nature, placed at the start of the caption or the first three seconds of video or audio content (not in comments, not after "read more" cut-offs, not only within hashtag clusters). Acceptable disclosure language includes "Ad", "Advertisement," "#Ad", "Sponsored," "Paid Partnership with [Brand]," "#Reklame" (DK/NO), "#Sponsrat" or "#Reklam" (SE), and "#Mainos" (FI). Platform-native disclosure tools (Instagram and TikTok paid partnership labels, YouTube paid promotion disclosure, and LinkedIn advertising disclosure) shall be enabled in addition to caption disclosure and not as a substitute for it. InBold reserves the right to reject

content that does not meet this standard and to withhold payment to the influencer until corrected.

## **5.6 Content Review and Approval**

InBold shall review all influencer content for compliance with this Agreement, the applicable disclosure rules, and the Client's briefing prior to publication. The Client shall have the right to review and comment on content in advance of publication where this has been agreed in the SOW, with a review turnaround not exceeding three (3) business days unless otherwise specified. If the Client does not provide feedback within the agreed window, the content shall be deemed approved for publication. InBold retains the right, exercisable at its sole discretion and without liability to the client or the influencer, to require content to be amended, republished with corrections, unpublished, or replaced, where InBold reasonably considers that the content fails to meet disclosure, substantiation, brand-safety, or legal requirements.

## **5.7 Whitelisting, Paid Amplification and Repurposing**

Use of influencer-generated content as paid media (including but not limited to Meta Ads Manager whitelisting, Instagram Partnership Ads, TikTok Spark Ads, Pinterest Idea Ads, or equivalent paid amplification tools) requires a separate express license granted by the influencer and documented in the SOW or influencer agreement. Without such a license, the Client may not run influencer content as paid media, nor may InBold do so on the Client's behalf. Whitelisting licenses shall specify the ad account used, spend cap, duration, geographic targeting, and creative variants permitted. Any repurposing of influencer content for uses beyond those originally licensed (for example, out-of-home, television, point-of-sale, or inclusion in the client's owned-channel evergreen content library) likewise requires additional express licensing and, where applicable, additional consideration to the influencer.

## **5.8 Payment Chain and Withholding**

Unless otherwise agreed, InBold contracts with and pays the influencer directly, and the Client reimburses InBold through the normal invoicing process. Final payment to the influencer is contingent on: (a) timely publication in accordance with the campaign schedule; (b) compliant disclosure meeting the standards of clause 5.5; (c) delivery of any post-campaign reporting required by the SOW; and (d) the influencer not having breached the morals clause, exclusivity period, or any other material term. InBold may withhold all or part of a payment to an influencer pending cure of a material non-compliance; where non-compliance is not cured, the withheld amount may be credited back to the Client.

## **5.9 Performance Reporting and Audience Data**

Where agreed in the SOW, InBold shall procure that each influencer provides post-campaign reporting in an agreed format covering metrics such as reach, impressions, engagement, follower demographics (in aggregate, non-identifying form), click-throughs, and any trackable conversions. The Parties acknowledge that audience data supplied by platforms or influencers is often limited, estimated, or self-reported; neither InBold nor the influencer warrants the accuracy of such data. Personal data processed in connection with influencer campaigns shall be handled in accordance with section 17 (Data Protection and GDPR) and the Data Processing Agreement.

## **5.10 Exclusivity and Competitor Definition**

Where the campaign includes a category or competitor exclusivity period, the duration, scope, and definition of "competitor" shall be stated in the SOW by reference to either a named list of competing brands or a precisely defined product category. Broad, open-ended or industry-wide exclusivity clauses are not supported. Exclusivity applies only to the campaign period plus the stated tail (default ninety (90) days) and only to the specific influencer engaged.

## **5.11 Minors and Protected Persons**

Where an influencer is under the age of eighteen (18) or where content will be directed at, or predominantly consumed by, audiences under eighteen, InBold shall require written parental or guardian consent; compliance with applicable child-safeguarding and working-hours rules in the relevant jurisdiction; and enhanced disclosure and content standards, including, where applicable, the UK Age-Appropriate Design Code and equivalent EU/Nordic frameworks. Content addressed to minors shall not use the deceptive UI/UX patterns and shall not include profiling for commercial purposes and shall not promote products prohibited for minors under local law (including alcohol, tobacco, gambling, HFSS food subject to restriction, and regulated financial products).

## **5.12 AI-Generated, Virtual and Synthetic Influencers**

Where a campaign involves an AI-generated, virtual, or synthetic influencer, or where influencer content includes AI-generated imagery, voice cloning, or deepfake-adjacent techniques, this shall

be expressly disclosed to the audience in addition to the commercial-content disclosure required by clause 5.5. The underlying rights in a virtual influencer persona and the rights in AI-generated assets used in the campaign shall be addressed in the SOW, including ownership, licensing scope, and permitted future uses..

### **5.13 Indemnification and Liability)**

The influencer agreements InBold enters into with each talent shall include an indemnification from the influencer in favor of InBold (and, via InBold, the Client) for failure to comply with disclosure laws; unsubstantiated factual claims made by the influencer about the Client's products or services beyond the approved brief; and content that infringes third-party intellectual property rights or publicity rights. InBold's own liability to the client in respect of influencer campaigns is subject to the general limitations set out in section 18. Nothing in this section 5 shifts to the client liability for factual claims about the client's own products, which remain the client's responsibility under section 18. 4.

## **6. Events & Experiential Marketing**

6.1 Cancellation & Postponement: If an event is canceled or postponed due to weather, venue closures, or force majeure, the Client remains responsible for all non-refundable third-party costs (e.g., catering, venue deposits, staging, and talent guarantees) incurred by InBold up to the point of cancellation.

6.2 Permits and Safety: Unless explicitly scoped in the agreement, the Client or the event venue is solely responsible for securing local event permits, ensuring health and safety compliance, and managing crowd control.

## **7. Digital Production & Apps**

7.1 Accessibility Disclaimer: While InBold designs with modern best practices, formal legal compliance with accessibility standards (such as the Americans with Disabilities Act (ADA) or Web Content Accessibility Guidelines (WCAG)) requires specialized third-party auditing, which remains the Client's responsibility unless explicitly included in the scope of work.

7.2 Third-Party Platforms: InBold is not liable for project delays, financial losses, or rejections caused by third-party platform policy changes or review processes (e.g., Apple App Store, Google Play Store).

## **8. Public Relations & Communications Strategy**

8.1 Defamation Indemnity: The Client indemnifies InBold against any third-party claims of libel, slander, or defamation arising from press releases, public statements, or PR materials that were approved by the Client prior to distribution.

8.2 Approval of Public Statements: InBold will not issue any formal press release or public statement on behalf of the Client without the Client's prior written approval (email shall suffice). Once approved, the Client assumes full legal and regulatory responsibility for the content of the message.

8.3 No Guarantee of Coverage: Public relations is an "earned media" service. While InBold will use professional efforts to secure media interest, the final decision to publish or broadcast remains with third-party journalists, editors, and outlets. InBold makes no warranty or guarantee that specific media placements, reach, or sentiment will be achieved. InBold and the Client agree on KPIs, and InBold will use professional diligence to meet these objectives.

8.4 Crisis Communications Limitation: In the event of "Crisis PR" services, InBold provides strategic messaging advice based on information provided by the client and the context available to InBold. InBold is not liable for the underlying events causing the crisis, the public's ultimate reaction to the messaging, or the final business impact on the Client.

8.5 Media Distribution & Monitoring Costs: Costs for third-party media distribution services (e.g., wire services), media monitoring, or reports are considered external costs. These costs will be invoiced by InBold to the Client.

## **9. Branding & Corporate Identity**

9.1 Typography & Font Licensing: InBold will identify any third-party fonts or typography used in the deliverables. However, the Client is strictly responsible for purchasing the correct commercial, enterprise, or web licenses required for their specific corporate usage and scale.

9.2 Unused Concepts & Rejected Designs: The Client is only purchasing the rights to the final, approved design route. InBold retains 100% ownership of all pitched, unselected, or rejected

concepts, and the Client may not use or adapt them without a separate commercial agreement.

9.3 Originality Limitation: InBold warrants that all branding work is originally created by our team. However, because millions of logos exist globally, InBold cannot guarantee that a design does not unintentionally resemble an existing mark. The Client is solely responsible for conducting formal trademark clearance searches through their legal counsel prior to use.

9.4 Brand Naming: InBold may provide preliminary availability checks (e.g., domain availability or basic search engine checks), but comprehensive trademark clearance and official registration are strictly the Client's legal and financial responsibility.

9.5 Creator's Right to Display: Once the brand identity is publicly launched by the Client, InBold retains the perpetual right to display the final work in its portfolio, submit it for industry design awards, and be credited as the creator of the brand identity.

## **10. Media Buying Transparency**

10.1 Media Discounts and Rebates: Under these standard Terms, any volume discounts, agency volume bonuses (AVBs), rebates, commissions, free media credits, value pots, or similar benefits negotiated by InBold with media vendors and earned in whole or in part on the basis of InBold's total aggregated media spending across its client portfolio are retained by InBold as part of InBold's compensation and are not separately attributable or refundable to the Client. This is the default compensation model for standard media services and reflects InBold's role in negotiating and managing such vendor relationships. Where the Client requires full media trading transparency (including pass-through of client-specific AVBs, open-book reporting, disclosure of proprietary or inventory media, and audit rights in the style of the ISBA Media Services Framework 2025), the Parties shall enter into a separate Master Services Agreement containing a dedicated Media Transparency Annex; these standard terms do not govern such engagements.

10.2 Brand Safety & Ad Fraud: While InBold uses commercially reasonable efforts and industry-standard tools to prevent ads from appearing adjacent to inappropriate content or being subject to ad fraud (bot traffic), 100% brand safety cannot be guaranteed on programmatic networks.

## **11. Marketing Content Production (Design, Layout, Digital Imaging, Post-Editing, Motion Graphics, Film & Photo)**

11.1 Scope of Production: These terms apply to all visual asset generation, including live-action film shoots, photography, design, layout, digital imaging, post-editing, audio production, and motion graphics.

11.2 Weather Days & Shoot Cancellations: If a physical production shoot is canceled or delayed due to weather conditions ("Weather Day") or Client-requested changes within 48 hours of the shoot, the Client is responsible for all resulting out-of-pocket costs, including crew day rates and equipment rentals.

11.3 Talent & Location Usage Restrictions: InBold will secure standard releases for talent, models, and locations. The Client is strictly bound by the geographic, temporal, and media usage limits of those specific releases. Any extended usage, renewals, or residual payments are the sole responsibility of the Client.

11.4 Props & Client Products: Any highly valuable prototypes, jewelry, or Client products provided to InBold for use on set or during production are provided entirely at the Client's own risk. InBold is not liable for damage or theft of such items.

11.5 Post-Production & Motion Graphics: Revisions for post-editing, digital imaging, layout formatting, and motion graphics are strictly limited to the correction rounds defined in Section 2.2, unless a specific rendering and editing schedule is otherwise detailed in the agreed project scope. Major structural changes requested after the initial edit lock will require a change order.

## **12. IT & Hosting Services: Definitions and Scope**

12.1 Commissioning Day: The day on which the Client actually uses a service or housing facility.

12.2 Ready to Use: A message from InBold stating that the hosting facilities or internet connection can be used.

12.3 Rent/Housing: The right to use a housing facility, fiber, or circuit. Renting housing facilities is not necessarily an exclusive right, as other clients may place equipment in the same facility.

12.4 Subcontractors: If InBold provides physical internet connections via fiber, copper, or wireless, the terms and conditions of the subcontractor in question shall apply and take precedence over

this agreement.

### **13. IT Delivery, Agreements, and Guarantees**

13.1 Agreement Period: Contracts may be terminated by either party with 90 days' written notice until the end of a month. If not terminated 30 days before expiration, the contract will automatically extend for 1 month on the same terms.

13.2 Approval: When services are declared "Ready for Use," the Client must notify InBold in writing within 5 working days if the services do not meet the agreed specifications. If no notice is given, the services are considered to meet all specifications and guarantees.

13.3 Disputes: Unresolved delivery disputes lasting more than 15 working days must be handed over to an independent industry expert, whose decision is final.

13.4 Guarantees & SLAs: InBold makes no other warranty regarding uptime or performance apart from the applicable Service Level Agreement (SLA) explicitly detailed in the Client's specific Statement of Work. Any remedies for failure to meet SLA targets, such as service credits, will be governed strictly by that specific SLA. InBold cannot control the flow of information across third-party internet services and disclaims responsibility for third-party network disconnections.

### **14. Acceptable Use Policy**

14.1 The Client must comply with all applicable laws and regulations in connection with their business. The Client may not use InBold's network, servers, or services to:

- Violate applicable laws, rules, or the privacy of others.
- Send unsolicited bulk email ("SPAM") or operate an open mail relay.
- Store or distribute illegal or copyright-infringing material.
- Distribute malicious programs (viruses, worms, Trojan horses).
- Attempt unauthorized access to networks ("cracking"), monitor networks without permission, or execute denial of service attacks.

14.2 InBold reserves the right to immediately suspend or terminate deliveries if this policy is violated or illegal material is detected.

## Part 3: Legal Terms

*These terms apply universally to all InBold agreements, contracts, and services.*

### 15. Pricing and Payment

15.1 All prices are exclusive of Value Added Tax (VAT), taxes, and delivery.

15.2 Minimum Invoicing & External Costs: The minimum invoicing amount is DKK 250 or its equivalent in used currency per month; invoice processing fees apply if the total is less. External costs to InBold services (e.g., media buying, venue rental) will be invoiced in advance.

15.3 Late Payments: Any invoice must be paid no later than 14 days after issue. If the Client does not make timely payment, a flat fee interest rate of 2% per month will be applied to the outstanding amount. The Client also pays any costs of recovery.

15.4 Price Adjustments: InBold reserves the right to pass on documented increases in external third party costs (e.g., public taxes, material costs) that occur after a project is quoted. Additionally, for ongoing retainer agreements, InBold may index its hourly rates annually based on the Danish Price Index, capped at a maximum increase of 5% per year.

15.5 Media Buying and Sequential Liability: If InBold purchases media or advertising space on behalf of the Client, sequential liability shall apply. InBold is only liable to pay media vendors to the extent that InBold has received cleared payment from the Client for those specific media purchases.

15.6 Disputed Invoices: If the Client disputes any portion of an invoice in good faith, the Client must notify InBold in writing within ten (10) days of receiving the invoice and must pay the undisputed portion by the original due date. Failure to notify InBold within this timeframe deems the invoice fully accepted.

15.7 International Withholding Taxes: All invoiced amounts must be paid to InBold in full. If the Client's local government requires them to deduct a withholding tax from the payment; the client must increase (or "gross up") the total payment so that the final amount deposited into InBold's account matches the original invoice.

### 16. Intellectual Property (IP) and Ownership

16.1 Agency IP: The copyright to preparatory work, concepts, creative presentations, and original material developed by InBold belongs to InBold and may not be transferred without approval. Any tools, intermediate products, or materials provided by InBold remain the property of InBold.

16.2 Client Ownership: Upon full and final payment of all outstanding invoices, the intellectual property rights to the final, approved deliverables are officially transferred to the Client. InBold retains ownership of any pre-existing base code or internal tools used to build the deliverables.

16.3 Third-Party Materials: Any third-party materials (including stock photography, licensed music, fonts, or talent rights) incorporated into the deliverables remain the property of their respective creators or licensors. The Client's ownership and use of the deliverables are strictly subject to the terms and restrictions of those third-party licenses.

### 17. Data Protection and GDPR

17.1 In the provision of IT, hosting, and digital services, the Client acts as the "Data Controller," and InBold acts as the "Data Processor" under the General Data Protection Regulation (GDPR).

17.2 The processing of personal data will be strictly governed by a separate Data Processing Agreement (DPA) entered into by both parties.

### 18. Liability, Defect Limitations, and Indemnification

18.1 Mutual Limitation of Indirect Losses: Neither Party shall be liable to the other for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit, loss of revenue, or operating losses arising out of or related to this Agreement.

18.2 IT Compensation Cap: InBold's maximum financial liability to the Client for any claims specifically arising from IT or Hosting services shall not exceed the total amount the Client paid InBold for those specific IT/Hosting services during the six (6) months immediately preceding the claim.

18.3 Property Damage: InBold is not liable for loss or damage to property (e.g., originals, materials) entrusted to it by the client unless caused by gross negligence. The client is responsible for insuring their item against damage and destruction.

18.4 Legal Clearance & Compliance: The Client is solely responsible for the factual accuracy, legal substantiation, and regulatory compliance of all products, services, and advertising claims made within the deliverables. InBold is not liable for industry-specific regulatory violations arising from the Client's campaigns.

18.5 Indemnification: The Client agrees to defend, indemnify, and hold InBold harmless against any third-party claims, losses, damages, liabilities, and expenses arising from the Client's products, services, factual claims made in the advertising materials, or the Client's lack of authority to reproduce images, texts, or trademarks.

18.6 Third-Party Platform Terms: Any campaigns or deliverables executed or published on third-party platforms (e.g., Meta, Google, LinkedIn) are subject to those platforms' respective terms of service. The Client assumes all liability for ensuring their content and campaigns do not violate the rules or community standards of such third-party platforms.

## **19. Confidentiality and Marketing**

19.1 Confidentiality: Both Parties undertake to treat all information about each other's business in strict confidence and not to pass it to third parties without prior written permission. This obligation applies even after the termination of the contractual relationship.

19.2 Marketing and Case Studies: Subject to the Client's prior consent (which shall not be unreasonably withheld), InBold may use the Client's name, logo, and non-confidential deliverables in its portfolio, case studies, and marketing materials, including on InBold's website.

## **20. Breach, Termination, and Transfer**

20.1 Breach: In the event of a material breach by either Party, the defaulting Party shall, upon written demand, have 30 days to remedy or fix the default. If not remedied, the agreement may be terminated immediately.

20.2 Non-Payment: InBold may terminate the Agreement if the Client fails to pay an invoice and has not paid within 10 days after a written reminder is sent.

20.3 Transfer: The Client is not entitled to transfer rights and obligations to third parties without InBold's written approval. The Parties may transfer rights to an affiliated company (at least 50% owned).

20.4 Retainers and Ongoing Services: For ongoing retainer agreements or continuous managed services that do not have a defined end date, either party may terminate the agreement for convenience by providing three (3) months' prior written notice.

20.5 Return or Destruction of Data: At the Client's request, InBold will promptly return or securely destroy all Client Confidential Information and data.

## **21. Non-Solicitation of Employees**

21.1 During the term of this Agreement and for 12 months following its termination, the Client shall not, directly or indirectly, solicit, recruit, or hire any InBold employee or contractor who was involved in providing services to the Client.

## **22. Subcontractors**

22.1 InBold is entitled to have work carried out in whole or in part by subcontractors. InBold remains fully responsible to the Client for the quality of any work performed by its subcontractors.

## **23. Force Majeure**

23.1 Neither Party is liable for delays or non-performance caused by a Force Majeure event, which includes circumstances beyond their reasonable control. This includes, but is not limited to: strikes, labor disputes, government intervention, natural disasters, acts of war, terrorism, fire, water

damage, currency restrictions, or unforeseeable failure of production equipment.

## **24. Severability**

24.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

## **25. Governing Law and Dispute Resolution**

25.1 This Agreement is subject to and must be construed in accordance with Danish law.

25.2 The Parties undertake to try, through negotiation, to find an amicable solution to any disputes. In the absence of an amicable settlement, the case must be decided definitively by arbitration in accordance with the rules of the Danish Arbitration Institute or in the Danish courts of InBold's choice.

25.3 InBold and the Client act as independent companies; this Agreement does not establish a partnership, joint venture, or employment relationship.

## **26. Anti-Bribery, Anti-Corruption, and Human Rights**

26.1 Both Parties agree to comply strictly with all applicable anti-bribery and anti-corruption laws. Neither Party shall offer, promise, give, request, agree to receive, or accept any bribes, kickbacks, or other improper payments or advantages—whether directly or indirectly—in connection with the negotiation, execution, or performance of this Agreement.

26.2 Modern Slavery and Human Rights: Both Parties agree to comply with all applicable labor and human rights laws, strictly prohibiting forced labor, child labor, and human trafficking in their operations and supply chains. InBold is a proud member of the United Nations Global Compact and adheres to its principles, as further detailed in the InBold Code of Conduct.

## **27. Audit Rights and Record Retention**

27.1 InBold shall maintain financial records relating to the services billed to the Client for a standard period of five (5) years following the completion of the services or termination of the agreement. Upon reasonable prior written notice, the Client shall have the right, at its own expense, to have a third party audit these specific records solely to verify the accuracy of the invoices.

## **28. Insurance**

28.1 During the term of this Agreement, InBold shall maintain, at its own expense, adequate insurance coverage to support its obligations. This includes, at a minimum, Commercial General Liability, Professional Liability, and Cyber Liability Insurance.

## **29. Representations and Warranties**

29.1 Agency Warranties: InBold represents and warrants that the services will be performed in a professional, good, and workmanlike manner, consistent with industry standards, by qualified personnel. InBold further warrants that original deliverables (excluding Client-provided materials and third-party assets) will not infringe upon the intellectual property rights of any third party.

29.2 Client Warranties: The Client represents and warrants that it holds all necessary rights, licenses, and permissions for any materials, data, or content it provides to InBold for use in the deliverables.

## **30. General Provisions**

30.1 Survival: The rights and obligations contained in sections concerning intellectual property, confidentiality, liability, indemnification, non-solicitation, audit rights, and governing law shall survive the expiration or termination of this agreement.

30.2 Waiver: The failure or delay of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right to enforce it subsequently.

30.3 Notices: Any legal notices required or permitted under this Agreement must be provided in writing and shall be deemed delivered when sent by registered mail, courier, or officially designated email to the addresses specified by the Parties.



# Addendum: Advanced Compliance & Security

*This Addendum forms an integral part of the Master Terms and Conditions and ensures compliance with modern European and global regulatory frameworks.*

## **A1. The EU AI Act (Generative AI & Risk)**

### **A1.1 Definitions**

For the purposes of this Addendum, "AI system" means a machine-based system that operates with varying levels of autonomy and that may exhibit adaptiveness after deployment, inferring from input how to generate outputs such as predictions, content, recommendations, or decisions (OECD / EU AI Act definition). "Generative AI" means an AI system that produces synthetic content (text, images, audio, video, code). "Input" means prompts, datasets, client materials, or confidential information submitted to an AI system. "Output" means content generated by an AI system in response to input. "Human-in-the-loop" means a qualified InBold employee reviewing, editing, and approving AI output before it is delivered to the client or published.

### **A1.2 Disclosure of AI Use**

InBold complies with transparency requirements under the EU AI Act (Regulation 2024/1689) and applicable national implementing measures. Where Generative AI is used in a material way in creating deliverables, InBold will disclose that fact to the client, identify the tools used upon request, and ensure appropriate labeling of AI-generated content where required by law. InBold does not deploy AI systems classified as "high-risk" under Annex III of the EU AI Act without the required conformity assessments and does not use AI systems classified as "prohibited" under Article 5.

### **A1.3 Approved Tools and Client Data**

InBold uses only enterprise-tier AI tools (including but not limited to Microsoft 365 Copilot with enterprise data protection, Google Gemini Enterprise, Anthropic Claude for Work/Enterprise, OpenAI Team/Enterprise, and Adobe Firefly for Business) when processing client confidential information, brand assets, or personal data. Consumer-tier or public AI tools shall not be used for such purposes. InBold shall provide, upon reasonable request, a current list of material AI tools used in delivering services to the Client.

### **A1.4 No Training on Client Data**

InBold shall not use Client Confidential Information, Client personal data, Client brand assets, or Client-commissioned Deliverables to train, fine-tune, or improve any AI model (whether InBold's own model, a third-party foundation model, or any downstream model) without the Client's prior express written consent. Where InBold's enterprise tool contracts already prohibit such training by default, this clause is reinforced rather than replaced. InBold shall review its AI vendor terms periodically to confirm continued alignment with this principle.

### **A1.5 Human Review Gate**

All AI-generated output produced in whole or in material part by generative AI shall be reviewed, edited, and approved by a qualified InBold employee (human-in-the-loop) before delivery to the client or publication on the client's behalf. Factual claims in AI-generated content shall be fact checked against reliable sources.

### **A1.6 Intellectual Property and Indemnity Allocation**

InBold assigns to the Client, on the same terms as other Deliverables under section 16, all right, title, and interest that InBold can validly assign in AI-generated output forming part of approved Deliverables, to the extent such rights subsist or can subsist under applicable law. The Parties acknowledge that under current EU, UK, and Danish copyright law, purely AI-generated works without a human author may not enjoy full copyright protection; InBold gives no warranty on the registrability or enforceability of copyright in AI-generated output as such. InBold's indemnity under this Agreement in respect of AI-generated output is limited to third-party claims arising from InBold's own material misuse of an AI system (for example, failure to conduct the human review required by clause A1.5). InBold does not indemnify the Client against third-party intellectual property infringement claims arising from the training data or foundational operation of third-party AI models outside InBold's control; the Parties shall rely on the indemnities, if any, provided by the relevant AI vendor.

### **A1.7 Client-Mandated AI Tools**

Where the Client expressly mandates the use of specific third-party AI tools, models, prompts, or datasets, the Client warrants that it has the right to so instruct InBold. The Client assumes all regulatory, IP, and data-protection liability associated with the mandated use and indemnifies InBold against related compliance claims, and InBold's liability for the quality, accuracy, compliance, or bias of output generated using such mandated tools is correspondingly limited.

### **A1.8 Evolution of this Clause**

The Parties acknowledge that the legal and technical landscape for AI is evolving rapidly. This Addendum shall be interpreted by reference to applicable law as amended from time to time. InBold reserves the right to update this Addendum to reflect material changes in law, regulatory guidance, or industry practice, with such updates taking effect on thirty (30) days' notice to the Client; the Client's continued use of the Services after the effective date shall constitute acceptance.

## **A2. Corporate Sustainability Reporting Directive (CSRD)**

InBold tracks and reports its sustainability and Environmental, Social, and Governance (ESG) performance data. To support the Client's CSRD supply chain reporting obligations, InBold will provide the Client with access to our standard ESG report upon request.

## **A3. Network and Information Systems Directive 2 (NIS2)**

InBold commits to maintaining stringent information security measures, including routine vulnerability testing and cyber hygiene protocols. To support the Client's NIS2 obligations, InBold will notify the Client without undue delay—and no later than 24 hours—after becoming aware of any significant cybersecurity incident impacting the Client's data or services.

## **A4. Digital Services Act (DSA)**

InBold operates a strict "Notice and Action" mechanism. Upon receipt of a substantiated notice regarding illegal content, InBold will act expeditiously to remove or disable access to the infringing material to maintain safe harbor protections. Furthermore, InBold expressly prohibits the use of deceptive User Interface / User Experience (UI/UX) designs ("dark patterns") in its digital deliverables.

## **A5. GDPR Standard Contractual Clauses (SCCs)**

In the event that the provision of services requires Personal Data to be transferred outside the European Economic Area (EEA) to a jurisdiction not recognized by the European Commission as providing an adequate level of data protection, such transfers shall be strictly governed by the latest approved Standard Contractual Clauses (SCCs).

## **A6. Global Privacy Updates (GDPR 2.0 & California AADC)**

InBold adheres to the principles of "privacy by design and by default." For any digital campaigns, platforms, or applications reasonably likely to be accessed by minors, InBold guarantees that the UI/UX is designed to maximize privacy and prohibits unauthorized tracking or profiling, ensuring alignment with global standards, including the Age-Appropriate Design Code (AADC).

## **A7. EU Political Advertising Regulation (PAR)**

InBold will not develop, produce, or distribute political advertising without express, prior written clearance from the Client. The Client assumes absolute liability for ensuring such campaigns comply with all transparency, labeling, funding disclosure, and targeting restrictions mandated by the EU Political Advertising Regulation.

## **A8. European Media Freedom Act (EMFA)**

In its capacity as a media buyer or planner, InBold formally acknowledges and respects the editorial independence of European media publishers. InBold guarantees that its media allocation and purchasing practices will not be leveraged to coerce, manipulate, or interfere with editorial integrity or publisher operations.