MASTER SERVICES AGREEMENT

Strategic YouTube Pre-Production & Packaging Architecture Partnership

> *This Master Services Agreement ("Agreement") is entered into as of **08 November 2026**, by and between **Peace Media Company**, a sole proprietorship registered in Bengaluru, India, and **Nicole Young** (@withnicoleyoung, United States of America).*

SUPPLIER ("PMC" / "AGENCY")

Entity:	Peace Media Company
Proprietor:	Sagar V S
GSTIN / LUT:	29PVYPS6292A1ZD · LUT AD2907260411318
Registered:	Floor 2, 804/2, Raghavendra Nilaya, Attibele, Bengaluru, KA 562107
Email:	sagar@peacemediacompany.com

CLIENT ("THE CLIENT")

Full Name:	Nicole Young
Handle:	@withnicoleyoung
Jurisdiction:	United States of America
Email:	nicole@withnicoleyoung.com
Agreement Ref:	PMC/MSA/2026/NICOLE-01

1. Engagement & Pre-Production Scope of Work

Peace Media Company shall deliver five (5) complete long-form YouTube concept architectures. For each of the five concepts, PMC provides:

- **Title Engineering:** Two to three (2–3) curiosity-engineered, search & browse validated title formulas.
- **Thumbnail Packaging:** Two (2) custom 16:9 high-CTR packaging directions ready for YouTube native A/B testing (Variation A vs. Variation B).
- **Retention Storyboard Outline:** One (1) minute-by-minute visual hook, open-loop, and framework pacing blueprint designed to sustain 50%+ retention.
- **Repurposing Blueprint:** Curated extraction timestamps and hook angles for 3 to 5 viral short-form clips (Instagram Reels & YouTube Shorts).

Production Boundary: Direct on-camera filming, footage recording, and YouTube timeline video editing remain exclusively with the Client and Client's external production team. PMC provides the strategic pre-production blueprints.

2. Financial Terms, Pricing & 100% Credit Mechanism

The commercial terms are structured to provide complete alignment and zero financial friction:

PHASE	DELIVERABLES	INVESTMENT	TERMS
Pilot Sprint	5 Full Long-Form Concepts + Thumbnails + Outlines	**$375.00 USD**	Initial Sprint Deposit (Credited 100% toward Partnership)
3-Month Partnership	Comprehensive YouTube Pre-Production Architecture	**$1,869.00 USD** Total	$375 deposit credited; leaves unalterable balance of $1,494.00 due upon concept approval

100% Rollover Credit Guarantee: 100% of the initial $375.00 USD sprint deposit fee is credited toward the subsequent 3-Month YouTube Growth Partnership ($1,869.00 USD total), leaving an unalterable balance of **$1,494.00 USD** due upon Client approval of the 5 concepts.

3. Concept Approval & Algorithmic Performance Disclaimer

Client approval of the five concepts is at Client's discretion based on strategic alignment with Client's brand voice. However, the Parties explicitly agree that:

- **No Algorithmic or View Guarantees:** While PMC engineers each packaging asset using rigorous quantitative outlier intelligence to optimize CTR and retention, neither PMC nor Client controls the proprietary YouTube recommendation algorithm, viewer velocity, or external market fluctuations. None of PMC's fees, milestone approvals, or payment obligations are contingent upon video view counts, subscriber growth, or ad revenue.
- **External Execution Separation:** On-camera performance, video editing cuts, sound design, lighting, publishing schedule, and external production decisions remain solely with the Client and Client's third-party team. PMC cannot be held liable for external post-production delays or editorial quality.

4. Turnaround SLA & Revision Guardrails

PMC maintains a strict forty-eight (48) hour service level agreement (SLA) turnaround time for all concept drafts and feedback cycles. Deliverables include up to three (3) rounds of iterative revisions per concept, ensuring complete satisfaction prior to filming. Communication is conducted directly via Slack, WhatsApp, or email.

5. Intellectual Property & Commercial Rights

Upon receipt of the sprint fee in full, PMC assigns and transfers to Client all worldwide right, title, and interest in and to the custom deliverables created specifically for Client (including custom titles, storyboard outlines, and thumbnail graphics). PMC retains all ownership rights in its underlying proprietary methodologies, quantitative R&D databases, software tools, and packaging algorithms.

6. Independent Contractor Relationship

PMC is an independent contractor domiciled in Bengaluru, India. Nothing contained in this Agreement shall be construed to create an employer-employee, agency, partnership, or joint venture relationship between PMC and Client. Neither party has authority to bind the other.

7. Section 8 — Mutual Confidentiality (NDA)

Both Parties agree to hold in strict confidence all proprietary and non-public information disclosed during the engagement, including but not limited to unreleased video concepts, titles, script outlines, private revenue figures, YouTube Studio analytics, and proprietary business metrics. Neither party shall disclose Confidential Information to any third party without prior written consent.

8. Section 9 — Testimonial & Case Study Rights

Upon public release of videos created using PMC's packaging architectures or verified channel growth, PMC is granted a limited, non-exclusive right to reference publicly published titles, public thumbnail artwork, and verified channel growth metrics as agency portfolio case studies and promotional demonstrations.

9. Chargeback Waiver & Refund Policy

Due to the bespoke, creative, and intellectual nature of pre-production strategy and immediate allocation of senior engineering bandwidth, all fees paid are non-refundable once concept work commences. Client expressly waives any right to file unilateral payment chargebacks through payment processors (PayPal, Wise, or credit card networks) and covenants to resolve any concerns exclusively through good-faith informal consultation.

10. Limitation of Liability

In no event shall Peace Media Company or its proprietor be liable for any indirect, incidental, special, punitive, or consequential damages (including lost profits or loss of data). PMC's maximum aggregate liability arising out of or related to this Agreement shall be strictly limited to the actual fee amount paid by Client to PMC under this Agreement ($375.00 USD).

11. FEMA, GST LUT Export & Statutory Compliance

Services are classified under Indian SAC Code 998386 (Consulting & Pre-Production Strategy Services) and qualify as a Zero-Rated Export of Services under Section 16 of the Integrated Goods and Services Tax (IGST) Act, 2017, governed by Letter of Undertaking (LUT) Reference No. **AD2907260411318**. Remittance is received in freely convertible foreign currency (USD).

12. Governing Law, Dispute Resolution & Electronic Execution

This Agreement is governed by the laws of **the United States of America and India**. Any controversy or dispute shall be resolved first through 30 days of informal executive consultation. If unresolved, disputes shall be submitted to final and binding arbitration.

Electronic Binding Execution: Under Section 8 of the Indian Contract Act, 1872, Section 10A of the Information Technology Act, 2000, and the US Electronic Signatures in Global and National Commerce Act (ESIGN), this Agreement is legally accepted, executed, and binding upon Client's written confirmation (via email or direct message stating "I agree to the terms") accompanied by settlement of Invoice PMC/INV/2026/NICOLE-01.

EXECUTED FOR PEACE MEDIA COMPANY:

Sagar V S

Proprietor & Founder · Peace Media Company
Attibele, Bengaluru, Karnataka, India 562107

Date: 08 November 2026 · Digitally Executed

ACCEPTED & CONFIRMED BY CLIENT:

Nicole Young

Creator & Founder · @withnicoleyoung
United States of America

Execution: Via Electronic Confirmation & Invoice Settlement