TwEssence™ × Creator

Creator & Influencer Collaboration Agreement

Tui Enterprise Limited · Davidson Avenue, Napier Hawke's Bay, New Zealand
IP Protected by IPONZ New Zealand · GMP Certified Formulations
NZ EPA & AICIS Compliant · Vegan-Compatible · Halal-Compatible

Governing Law

Fair Trading Act 1986 (NZ) · Contract & Commercial Law Act 2017 (NZ)
Consumer Rights Protection Act 2009 (BD) · Contracts Act 1872 (BD)
ASA Advertising Standards Code (NZ, 2026) · Digital Commerce Guidelines 2021 (BD)

Expert Care, Bottled To Glow

Version 2.0 · Pre-Launch Phase · Confidential

This Agreement is entered into between **Tui Enterprise Limited** (trading as **TwEssence™**), a company incorporated under the laws of New Zealand — and the undersigned content creator/influencer (the "Creator"). Together referred to as the "Parties". This Agreement governs all commercial collaboration, content creation, and promotional activities undertaken on behalf of TwEssence.

- Fair Trading Act 1986 (NZ)
- Contract & Commercial Law Act 2017 (NZ)
- Consumer Guarantees Act 1993 (NZ)
- ASA Advertising Standards Code (NZ 2026)
- Consumer Rights Protection Act 2009 (BD)
- Contracts Act 1872 (BD)
- Copyright Act 2000 (BD)
- Digital Commerce Guidelines 2021 (BD)

01 Parties & Eligibility

- **Brand:** Tui Enterprise Limited (TwEssence™), Davidson Avenue, Napier Hawke's Bay, New Zealand. IP protected by IPONZ New Zealand.
- **Creator:** The individual or entity identified in the Campaign Brief, operating a content platform with a minimum of 10,000 genuine followers on at least one qualifying platform (Instagram, Facebook, YouTube, TikTok).
- **Eligibility:** Creator must be 18+, legally capable of entering a binding contract under the laws of New Zealand and/or Bangladesh, and must not be subject to conflicting exclusivity obligations with competing skincare brands at the time of signing.

Note: *Under NZ Contract & Commercial Law Act 2017 and Bangladesh Contracts Act 1872, both parties must have full legal capacity and free consent. Misrepresentation of follower counts constitutes grounds for immediate termination without compensation.*

Tui Enterprise Limited
NZBN: 9429051612597
E-mail:info.tuitrends@gmail.com

02 Collaboration Tiers & Compensation

Tier	Followers	Deliverables	Compensation	Exclusivity
Seed Creator Tier 1	10K – 50K	1–2 posts + Stories	Product gifting	None
Brand Partner Tier 2	50K – 200K	2–4 posts + Reels	Product + fee	Skincare only
Ambassador Tier 3	200K+	Monthly retainer	Full package	Full skincare

- All compensation terms — including exact fee amounts, payment schedule, currency, and method — are documented in the individual Campaign Brief (Schedule A) attached to this Agreement.
- Bangladesh-based Creators receiving monetary compensation: payments via bank transfer, bKash, or Nagad as agreed. Creators are solely responsible for applicable income tax obligations.
- NZ-based Creators: if GST-registered, provide a valid GST invoice. TwEssence will pay the GST-inclusive amount where applicable.

03 Deliverables & Collaboration Process

1. **Agreement signed**
   Both parties countersign. Campaign Brief (Schedule A) confirmed in writing.
2. **Product dispatch**
   TwEssence dispatches product within 5–7 business days of signing.
3. **Trial period (2–4 weeks)**
   Creator genuinely uses the product before any content is created.
4. **Draft content submitted**
   Creator submits all draft content to support@tuitrends.com for review. 48hr turnaround.
5. **Written approval received**
   TwEssence provides written approval or revision requests. No content published without this.
6. **Publication & reporting**
   Content published on agreed date. Metrics shared within 7 days of publishing.

Breach condition: *Publishing any content referencing TwEssence, its products, or Tui Enterprise Limited without prior written approval constitutes a material breach. The Brand reserves the right to pursue damages and demand immediate content removal.*

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04 Content Standards & Brand Compliance

ASA Code NZ · CRPA 2009 BD

- **Creator must only use approved product claims,** ingredient descriptions, and brand language as provided in the Campaign Brief. Unapproved health or therapeutic claims (e.g. “cures acne”) are strictly prohibited under NZ Fair Trading Act 1986 §9 and Bangladesh Consumer Rights Protection Act 2009 §2(14).
- Content must accurately reflect the Creator’s genuine personal experience with the product. Fabricating results or before/after imagery is a breach of this Agreement.
- Creator must not compare TwEssence products unfavourably against any specific named competitor brand.

✓ Please Do

- ✓ Use products 2–4 weeks before reviewing
- ✓ Tag @TwEssence in every post
- ✓ Use only approved hashtags from brief
- ✓ Submit all content before publishing
- ✓ Share real, unaltered skin results
- ✓ Report post metrics within 7 days
- ✓ Use correct product names exactly
- ✓ Disclose all paid or gifted content (#AD)

✗ Please Don’t

- ✗ Publish without written approval
- ✗ Make unverified medical claims
- ✗ Use TwEssence logo without permission
- ✗ Disclose pricing before launch
- ✗ Promote competitors during term
- ✗ Resell or transfer gifted products
- ✗ Misrepresent formula or ingredients
- ✗ Use AI-generated fake reviews

05 Mandatory Disclosure Obligations

ASA NZ 2026 · FTA 1986 NZ · BD Digital Commerce 2021

- All content published under this Agreement — whether paid, gifted, or bartered — must include a clear, prominent, and early disclosure. This is a legal requirement under both NZ and Bangladesh law.
- Required format: **#AD** or **#ADVERTISEMENT** (NZ ASA 2026) — placed at the very beginning of the caption, not buried in hashtags. For video: disclosure must appear on-screen AND be spoken verbally within the first 10 seconds.
- #gifted, #collab, #partner alone are **not sufficient** under NZ ASA 2026 updated guidance. TwEssence requires **#AD** as the minimum standard across all markets.

> ***Note:*** *Non-disclosure of paid or gifted relationships is a breach of the NZ Fair Trading Act 1986 and Bangladesh Digital Commerce Guidelines 2021. The Creator bears primary legal liability for their own disclosures.*

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06 Intellectual Property & Content Usage Rights

Copyright Act 1994 NZ · Copyright Act 2000 BD

- The Creator retains copyright ownership of all original content created under this Agreement under NZ Copyright Act 1994 and Bangladesh Copyright Act 2000.
- By signing, the Creator grants TwEssence a **non-exclusive, royalty-free, worldwide licence** to reshare and use content on TwEssence's owned brand channels for 12 months from the date of publication, with creator credit.
- For Ambassador tier only: an extended exclusive content usage licence for paid advertising (whitelisting) may be negotiated separately in Schedule A and compensated with an additional usage fee.

Protected: *TwEssence's brand IP is protected by IPONZ New Zealand. Any unauthorised commercial use of the TwEssence trade mark, logo, or product imagery outside this Agreement will be pursued under NZ trade mark law.*

07 Exclusivity & Competitive Restriction

- **Tier 1 — Seed Creator:** No exclusivity required. Creator may continue working with other brands including skincare competitors.
- **Tier 2 — Brand Partner:** During the active campaign period, Creator agrees not to publish paid or sponsored content for directly competing skincare serum or moisturiser brands without TwEssence's written consent.
- **Tier 3 — Brand Ambassador:** Full skincare and beauty category exclusivity for the duration of the retainer. Any exception requires written approval and may result in a fee reduction.
- **Post-campaign:** no ongoing restriction on Creator activities unless a separate extended exclusivity agreement has been signed and compensated.

08 Breach, Penalties & Termination

FTA 1986 NZ · CRPA 2009 BD

Breach	Consequence
Publishing without written approval	Immediate termination + content removal demand
Failure to disclose paid/gifted partnership	Termination + regulatory referral (ASA/DNCRP)
Fabricating product results or false claims	Termination + potential legal action for damages
Breach of exclusivity obligation	Forfeiture of outstanding compensation
Unauthorised use of TwEssence IP/logo	Cease & desist + IPONZ trade mark enforcement
Non-delivery of agreed content without notice	Recovery of product value + loss of opportunities

- Either party may terminate this Agreement with **7 days written notice** for material breach. In the event of termination by TwEssence for Creator breach, no outstanding compensation will be payable.
- If TwEssence terminates without cause, the Creator retains any products received and any compensation earned to the date of termination.

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09 Dispute Resolution & Governing Law

- **Primary jurisdiction:** This Agreement is governed by the laws of New Zealand. The Brand's registered office and primary place of business is in New Zealand.
- **Bangladesh-based Creators:** Consumer-protection obligations relating to advertising content published in Bangladesh remain subject to the Bangladesh Consumer Rights Protection Act 2009 and the Digital Commerce Operational Guidelines 2021, in addition to NZ law.
- **Dispute process:** (1) Good-faith resolution within 14 days of written notice. (2) Mediation if unresolved. (3) Courts of New Zealand. Bangladesh-based Creators may additionally file consumer complaints with the Directorate National Consumer Rights Protection (DNCRP).

010 Confidentiality & NDA

- The Creator agrees to keep confidential all pre-launch product information, pricing, campaign strategy, formulation details, and any proprietary information disclosed by TwEssence before the official public launch date.
- This confidentiality obligation survives termination of the Agreement for a period of **2 years**. Breach may result in injunctive relief being sought by TwEssence without notice.

011 Representations & Warranties

The Creator warrants that:

- (a) they have legal authority to enter this Agreement;
- (b) follower counts and engagement metrics are genuine and not artificially inflated;
- (c) they have personally used the gifted products before publishing any review;
- (d) all content is original and does not infringe third-party IP rights;
- (e) they are not subject to any conflicting agreement.

TwEssence warrants that:

- (a) all products dispatched are genuine TwEssence formulations produced under GMP-certified standards;
- (b) all product claim information in the Campaign Brief is accurate and substantiated;
- (c) TwEssence holds all necessary IP rights in its brand, products, and marks.

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012 Execution & Signatures

By signing below, both parties confirm they have read, understood, and agreed to all terms of this Agreement, including Schedule A (Campaign Brief) which forms an integral part of this Agreement.

For Tui Enterprise Limited (TwEssence™)

Authorised signatory

Full name & title

Date (DD/MM/YYYY)

Company stamp

Creator / Influencer

Signature

Full legal name

Platform handle & primary URL

Date (DD/MM/YYYY)

Schedule A** (Campaign Brief — deliverables, fee, timeline, approved claims) must be attached and signed simultaneously. This Agreement is not binding without Schedule A. Signed copies to: **support@tuitrends.com

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