

Terms & Conditions

Master Service Agreement – Bepi Whiteheart Management

PART A – GENERAL TERMS | APPLICABLE TO ALL SERVICES

1. Definitions

"Bepi Whiteheart" and "Bepi Management" refer collectively to Alberto Sequeira Alves Piedade, his management entity, and any authorized representative operating on his behalf, based in Dili, Timor-Leste.

"Client" refers to any individual, organization, company, government body, or entity that engages Bepi Whiteheart for any professional service, whether through the website, email, WhatsApp, phone, or written agreement.

"Services" means all professional offerings provided by Bepi Whiteheart and Bepi Management, including but not limited to: MC & Event Hosting, Live Performance, HRM Consulting & Facilitation, Coaching & Motivational Speaking, Voiceover & Dubbing, and Brand Ambassador/Influencer services.

"Service Agreement" means the written agreement, proposal acceptance, or exchange of confirming communications that establishes the scope, fee, and terms for a specific engagement.

"Event Date" means the agreed date(s) on which Services are to be delivered.

2. Acceptance of Terms

These Terms & Conditions govern all professional engagements between Bepi Management and the Client. By booking, confirming, or engaging any Service, through any communication channel, the Client accepts these Terms in full.

These Terms, together with any service-specific addendum (Part B of this document) and the signed Service Agreement or Brand Ambassador Agreement, form the complete agreement between the parties.

Bepi Management reserves the right to decline any engagement at its discretion, without being required to provide reasons.

3. Booking & Confirmation

A booking is not confirmed until: (a) a signed Service Agreement (or clear written acceptance of a proposal) has been received by Bepi Management, AND (b) the required booking deposit has been received and cleared.

Bepi Management will hold a requested date for a maximum of 5 business days pending deposit receipt. After this period, the date will be released without further notice.

The Client is responsible for providing complete, accurate, and timely information necessary for the preparation and delivery of Services. Changes to the scope, date, or nature of an engagement after confirmation are subject to written agreement by both parties and may incur additional fees.

4. Definitions

4.1 Booking Deposit

A non-refundable 50% booking deposit is required to confirm all engagements across all service types. This deposit secures the date or project slot and compensates Bepi Management for preparation time, reserved availability, and foregone opportunities.

SERVICE TYPE	DEPOSIT	BALANCE DUE
MC & Event Hosting	50%	50% – due 7 days before the Event Date
Live Performance / Music	50%	50% – due 7 days before the Event Date
Voiceover & Dubbing	50%	50% – due upon final delivery of audio files
HRM Consulting & Facilitation	50%	50% – due on completion or as per agreed schedule
Coaching & Motivational Speaking	50%	50% – due 7 days before the session
Brand Ambassador Partnership	50%	50% – as per payment schedule in the BAA

4.2 Currency & Payment Methods

All fees are quoted in United States Dollars (USD). Payment may be made by bank transfer (BNCTL or BNU), cash (for domestic engagements only), or any other method agreed in writing. Payment details are provided in the issued invoice.

4.3 Late Payment

Overdue balances that are not settled by the agreed due date may incur an administrative fee of 5% per calendar month on the outstanding amount. Bepi Management reserves the right to suspend or withhold the delivery of Services until all outstanding fees are cleared.

4.4 International Engagements

For engagements outside of Dili, Timor-Leste, the Client is responsible for reimbursing reasonable travel costs including airfare (economy or business class as agreed), accommodation, airport transfers, and a daily per diem. These costs are itemised separately in the proposal and are payable in advance alongside the balance payment.

5. Cancellation & Rescheduling Policy

5.1 Cancellation by the Client

All cancellation notifications must be submitted in writing to management@bepiwhiteheart.com,. The following cancellation policy applies to all service types unless a Service-Specific Addendum specifies otherwise:

CANCELLATION TIMING	FEE PAYABLE BY CLIENT
20 or more days before Event Date	50% booking deposit forfeited in full. No further fee payable.

5.2 Rescheduling by the Client

A single rescheduling request made 15 or more days before the Event Date will be accommodated at no additional charge, subject to Bepi's availability. Subsequent rescheduling requests, or requests made fewer than 15 days before the event, are treated as a cancellation and re-booking and are subject to the cancellation fee schedule above.

5.3 Cancellation by Bepi Management

In the rare event that Bepi Management must cancel an engagement due to illness, emergency, or circumstances beyond its reasonable control, the Client will receive a full refund of all amounts paid or, where mutually agreeable, an alternative arrangement at a future date. Bepi Management's liability in such circumstances is limited to the refund of amounts received and does not extend to indirect losses, consequential damages, or expenses incurred by the Client in preparation for the event.

6. Force Majeure

Neither party shall be liable for failure to perform obligations where such failure is caused by events beyond their reasonable control, including but not limited to: natural disasters, acts of God, civil unrest, government directives, pandemic-related restrictions, declared national emergencies, or airline cancellations affecting international travel. In such circumstances, both parties shall make reasonable efforts to agree on an alternative arrangement. If no alternative can be agreed, fees will be refunded on a pro-rata basis for work not yet performed.

7. Client Responsibilities

The Client is responsible for providing Bepi Management with accurate, complete, and timely information required for the delivery of Services. This includes (but is not limited to): event schedules and runsheets, guest and speaker lists, venue access and technical requirements, protocol guidelines, and any other material relevant to the engagement.

The Client shall ensure that the venue, environment, and all logistical arrangements are safe, appropriate, and ready at least 60 minutes before the agreed start time.

The Client shall not book any other person to perform the same role (e.g., MC) for the same event without Bepi Management's prior written consent. If a scheduling conflict arises due to the Client's actions, the full contracted fee remains payable.

8. Intellectual Property & Content Usage

All original works created by Bepi Whiteheart, including but not limited to musical compositions, lyrics, voiceover recordings, training materials, workshop content, presentations, and brand assets, remain the intellectual property of Bepi Whiteheart and Bepi Management, unless an express transfer of rights is negotiated and documented in a separate written agreement.

The Client is granted a limited, non-exclusive, non-transferable license to use any agreed materials or recordings for the specific purpose and platform(s) outlined in the Service Agreement only. Any use beyond the agreed scope, including republication, commercial adaptation, redistribution, or sub-licensing, requires prior written consent and may be subject to additional licensing fees.

The Client may not use Bepi Whiteheart's name, image, voice, or likeness for any marketing, promotional, or commercial purpose beyond the agreed scope without prior written consent from Bepi Management.

Audio or video recordings of live performances, training sessions, or MC engagements may be captured for the Client's internal archival purposes only. Commercial publication, broadcast, or distribution of recordings requires a separate licensing agreement.

9. Confidentiality

Both parties agree to keep confidential any proprietary information, pricing schedules, strategy documents, internal materials, or sensitive business information disclosed in the course of an engagement. This obligation survives the termination of any agreement between the parties.

Bepi Management treats all client project details, event briefs, and organizational information with strict confidentiality and will not disclose these to third parties without the Client's written consent, except where required by law.

10. Limitation of Liability

Bepi Management's total liability to the Client in connection with any engagement is limited to the total fees paid by the Client for that specific engagement.

Bepi Management is not liable for any indirect, consequential, special, or incidental losses, including but not limited to loss of revenue, reputational harm, event cancellation costs, or expenses incurred by third parties, arising from the provision or non-provision of Services.

The Client is solely responsible for ensuring appropriate event insurance coverage, public liability insurance, and any other protections required for the event.

11. Governing Law & Dispute Resolution

These Terms & Conditions are governed by the laws of the Democratic Republic of Timor-Leste.

Any dispute arising from these Terms or any Service Agreement shall first be addressed through good-faith negotiation between the parties. Both parties commit to a minimum of 14 days of good-faith discussion before pursuing any formal dispute mechanism.

If a dispute cannot be resolved through negotiation within 30 days, either party may refer the matter to mediation. If mediation is unsuccessful, the matter may be brought before the relevant courts of Timor-Leste.

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in full force and effect.

If a dispute cannot be resolved through negotiation within 30 days, either party may refer the matter to mediation. If mediation is unsuccessful, the matter may be brought before the relevant courts of Timor-Leste.

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in full force and effect.

12. Updates to These Terms

Bepi Management reserves the right to update or revise these Terms & Conditions at any time. Updated Terms will be published on the official website (www.bepiwhiteheart.com) with a revised date. All Service Agreements executed prior to any amendment will continue to be governed by the Terms in effect at the time of signing, unless both parties agree in writing to apply the revised Terms.

13. Service-Specific Agreements | Notice to All Clients

These General Terms (Part A) establish the foundational framework governing all engagements with Bepi Management. However, certain services by their nature require additional, more detailed contractual arrangements. The following Service-Specific Agreements apply where relevant:

SERVICE	AGREEMENT TYPE	PURPOSE & SCOPE
Brand Ambassador Partnership	Brand Ambassador Agreement (BAA)	Required for all brand, influencer, and endorsement engagements. The BAA governs the specific deliverables, remuneration structure (financial and/or in-kind), exclusivity terms, content do's and don'ts, usage rights, and termination procedures for each partnership. No brand campaign activity shall commence without a signed BAA.
HRM Consulting & Multi-Phase Projects	Consulting Services Agreement (CSA)	Required for all multi-day, multi-phase, or ongoing consulting, training, and facilitation contracts. The CSA specifies the scope of work, terms of reference, deliverable milestones, payment schedule, reporting requirements, and confidentiality obligations for the specific engagement.
Voiceover & Dubbing Projects	Voiceover Project Agreement (VPA)	Required for all voiceover and dubbing commissions. The VPA specifies the language(s), duration, usage rights, revision terms, turnaround timeline, and ownership and licensing arrangement for the specific project.
Long-Term or Multi-Year Engagements (Any Service)	Long-Term Service Agreement (LTSA)	For any engagement spanning more than 6 months across any service category, a Long-Term Service Agreement will be issued. The LTSA includes the duration, renewal conditions, review periods, and specific long-term payment terms.

The General Terms in Part A apply in conjunction with any Service-Specific Agreement. Where there is a conflict between the General Terms and a Service-Specific Agreement, the Service-Specific Agreement shall prevail in respect of the matters it specifically addresses.

Clients are encouraged to request the relevant Service-Specific Agreement at the beginning of the engagement process. Bepi Management will advise which agreements apply based on the nature of the services requested.

PART B – SERVICE-SPECIFIC ADDENDA

Addendum B-1 | MC & Event Hosting

B - 1.1 Pre-Event Briefing Requirement

All MC engagements require a minimum of two (2) pre-event meetings:

- Meeting 1 – Event Briefing: Held at least 2 weeks before the Event Date. Purpose: to review the programme runsheet, confirm names and titles of all VIPs and speakers (with pronunciation guides), agree language usage, discuss protocol requirements, and identify any sensitive topics or constraints.
- Meeting 2 – Final Confirmation: Held 3–5 days before the Event Date. Purpose: to confirm any changes to the programme, finalize the script or introduction notes, and confirm all logistical arrangements.

Failure by the Client to schedule and attend the briefing meetings may affect the quality of the engagement. Bepi Management shall not be held responsible for errors arising from incomplete or late briefing information.

B - 1.2 Technical Requirements

The Client must provide at the venue:

- A quality wireless handheld microphone (lapel/clip mic may substitute with advance agreement)
- Stage or floor monitor/speaker so Bepi can hear clearly during the event
- PA system appropriate for the venue size and audience capacity
- Access to the venue at least 60 minutes before event start time for sound check and walkthrough
- A designated point of contact (event coordinator) available by phone on the day of the event

B - 1.3 Payment – MC Engagements

Booking deposit: 30% of total contracted fee, due upon signing.

Balance payment: 70% of total contracted fee, due no later than 7 calendar days before the Event Date.

For events requiring same-day confirmation (emergency bookings with less than 7 days' notice), 100% of the fee is due upfront.

B - 1.4 Cancellation – MC Engagements

Cancellation follows the general policy in Clause 5 of Part A. Specifically for MC engagements: the 30% booking deposit is non-refundable under all circumstances. If the Client cancels with 15–29 days' notice, an additional 20% penalty fee is payable (total liability: 50% of contract value).

Addendum B-2 | Live Performance & Music

B - 2.1 Booking & Deposit

A 50% non-refundable deposit is required to confirm all music performance bookings. This deposit secures the Event Date and compensates for preparation time (set list, rehearsal, arrangement). The remaining 50% is due no later than 7 calendar days before the Event Date. No performance will proceed without full payment confirmed in advance.

B - 2.2 Cancellation & Deposit Retention

All music performance deposits are strictly non-refundable. If the Client cancels a confirmed performance booking, the 50% deposit is forfeited in full regardless of the notice period. Cancellations with fewer than 14 days' notice are subject to the full contracted fee (100%).

B - 2.3 Set List & Programme Requirements

Specific song requests must be submitted at least 14 days before the Event Date. Bepi will confirm which requests fall within his current performance repertoire. For performance formats requiring a band, backing musicians, or specific audio equipment, these requirements will be specified in the proposal and are the Client's responsibility to arrange unless otherwise agreed.

B - 2.4 Technical Rider

Bepi Management will issue a basic technical rider (stage, sound, and lighting requirements) for each performance booking. The Client is responsible for ensuring the venue meets the technical rider requirements. Where the venue cannot meet the requirements, this must be raised in writing at least 10 days before the Event Date for agreement on alternatives.

Addendum B-3 | Voiceover & Dubbing

B - 3.1 Contract Scope

The voiceover contract specifies: the language(s) of delivery, total duration of final content (in minutes), usage rights (platforms, geography, duration of license), number of revision rounds included, turnaround timeline, and payment terms. Any work outside the agreed scope is quoted separately and requires written approval before commencement.

B - 3.2 Pricing Structure

Voiceover and dubbing fees are calculated on a per-minute basis (duration of the final delivered audio or video content). Rates vary by language, usage type (commercial broadcast, PSA, corporate internal, educational), and content complexity. A minimum project fee applies to all voiceover engagements regardless of duration. The specific rate per minute is confirmed in the project proposal.

Indicative language tier structure (final rates confirmed in proposal):

- Tetum and Bahasa Indonesia: Standard domestic rate
- English and Portuguese: Premium rate (reflecting international market demand)
- Multi-language projects (same content in 2+ languages): Package pricing available

B - 3.3 Script & Revisions

The Client is responsible for supplying the final, approved script before recording commences. Changes to the script after recording has begun are treated as revisions. Up to two (2) rounds of reasonable revisions are included in the standard fee. Additional revision rounds, or script changes that require full re-recording, are charged at an additional session fee.

B - 3.4 Delivery & Ownership

Completed audio files are delivered in the agreed format (MP3/WAV/broadcast-ready) upon receipt of the full balance payment. All original recordings remain the intellectual property of Bepi Whiteheart. The Client receives a non-exclusive usage license for the specific purpose, platform, and duration agreed in the contract. Reuse for additional campaigns, platforms, or time periods requires a new agreement.

Addendum B-4 | Brand Ambassador & Influencer Partnerships

B - 4.1 Pre-Contract Discussion Requirement

All brand partnership arrangements require a formal discussion meeting before any contract is issued. This meeting establishes: the brand's values, target audience, product category, geographic focus, campaign objectives, content expectations, and exclusivity requirements. Bepi Management will assess alignment with Bepi Whiteheart's personal values and existing commitments before proceeding.

B - 4.2 Brand Ambassador Agreement (BAA)

A separate Brand Ambassador Agreement (BAA) governs all influencer and ambassador arrangements. The BAA is issued by Bepi Management after the initial discussion and must be fully negotiated, agreed, and signed by both parties before any campaign activity commences. The BAA includes:

- Partnership duration and renewal/extension terms (must be established from the outset)
- Complete list of deliverables (content type, posting frequency, platforms, events)
- Company values, do's and don'ts, a clear list of approved messaging and prohibited associations
- Exclusivity terms (if applicable), product category, geographic scope, and duration
- Remuneration structure and payment schedule
- In-kind benefits, if applicable (products, services, experiences provided by the brand)
- Image and likeness usage rights granted to the brand for campaign materials
- Contract termination conditions and procedures

B - 4.3 Remuneration Types

Bepi Management operates with two remuneration models, which may be combined:

- **Type 1** — Financial Remuneration: A contracted monetary fee, payable as a monthly retainer or per campaign, as specified in the BAA.
- **Type 2** — In-Kind Remuneration: Provision of products, services, or experiences by the brand in lieu of, or in addition to, monetary payment. In-kind benefits must be specifically itemised in the BAA (e.g., the latest Samsung smartphone, wireless earbuds, accessories). The monetary equivalent value of in-kind benefits is declared in the BAA for transparency.
- **Combined (Hybrid)**: A combination of monetary remuneration and in-kind benefits, as negotiated.

B - 4.4 Contract Duration

The partnership duration must be established and agreed at the beginning of negotiations, not after the contract commences. Standard options: Campaign-based (defined weeks/months), Annual (12 months, renewable), or Multi-year. Bepi Management expects all brand partners to honour the agreed duration unless a material breach occurs.

B-4.5 Breach & Early Termination

Any breach of the BAA terms, by either party, must be formally raised in writing and given a reasonable remedy period (minimum 14 days) before any termination action may be taken. Early termination without cause or due process by the brand partner may result in: forfeiture of any in-kind products received by Bepi during the partnership, and/or a termination penalty fee as specified in the BAA. Bepi Management will not endorse, promote, or be associated with any product, campaign, or messaging that contradicts the agreed values without formal written agreement.

Addendum B-5 | HRM Consulting, Training & Motivational Speaking

B - 5.1 Scoping & Proposal

All consulting, training, and coaching engagements begin with a scoping meeting at no charge. Following this, Bepi Management issues a Terms of Reference, proposed scope of work, and a quotation. Once accepted in writing, a Consulting Services Agreement is issued for multi-day or ongoing engagements. Single-session keynotes and workshops are covered by the standard service terms.

B - 5.2 Payment — Consulting Engagements

Booking deposit: 30% of total fee, due upon acceptance of the proposal.

Balance: 70% of total fee, payable upon completion of the engagement (or as per the agreed payment milestone schedule for multi-phase projects).

For multi-phase consulting contracts, a payment schedule aligned with agreed deliverable milestones will be specified in the Consulting Services Agreement.

B - 5.3 Participant Requirements & Materials

The Client is responsible for ensuring appropriate venue and equipment are available for all training and facilitation sessions (adequate seating, projector/screen, stationery, etc.) unless otherwise agreed. Where Bepi Management is responsible for providing printed materials, participant workbooks, or certificate production, associated costs are included in the quoted fee.

B - 5.4 Confidentiality of Organizational Information

In the course of consulting and facilitation work, Bepi may access sensitive organisational information, internal strategies, staff performance data, or confidential operational details. All such information is treated with strict confidentiality and will not be disclosed to any third party. This obligation survives the termination of the engagement.

Agreement Confirmation

To be signed by both parties before work commences

By signing below, both parties confirm that they have read, understood, and agree to the Terms & Conditions set out in this document, including Part A (General Terms) and the applicable Addendum/a from Part B.

Service(s) Engaged:		<i>“tick (✓) the selected services”</i>
<input type="checkbox"/> MC & Event Hosting	<input type="checkbox"/> HRM Consulting & Facilitation	
<input type="checkbox"/> Live Performance/Music	<input type="checkbox"/> Coaching & Motivational Speaking	
<input type="checkbox"/> Voiceover & Dubbing	<input type="checkbox"/> Brand Ambassador Partnership	

Event/Project Title: _____

Event/Project Date: _____

Total Contracted Fee (USD): \$ _____ **Deposit Paid (USD):** \$ _____

CLIENT	BEPI WHITEHEART MANAGEMENT
_____	_____
Full Name	Full Name
_____	_____
Signature	Signature
_____	_____
Date	Date