

TERMS OF SERVICE AGREEMENT

Background and Terms

- A. **Digital 38 Pte. Ltd.** (referred to as the "Company") desires to engage undersigned Vendor (referred to as the "Service provider") to perform "Services" (as defined below) which may be delivered under the following Group of Company/Brands - Digital 38 Sdn. Bhd. (www.digital38.my).

For the purpose of this Agreement, "Services" shall refer to any of the following deliverables:

- i. **Content creation**, including but not limited to:
 - a. Sponsored content (advertorial, blog, product feature, product review, and etc).
 - b. Photographs (product feature, product mention/shoutout, and etc.)
 - c. Videos (product feature, product mention/shoutout, product tutorial, product review/commentary, and etc.)
 - d. And others
 - ii. **Postings on social media platforms and blog/website**
Including but not limited to Facebook, Instagram, YouTube, Twitter, Naver, Weibo, WeChat, TikTok, XiaoHongShu, Snapchat, etc, for a minimum duration of 6 months and is to provide data/insights of published posts when requested by Company.
 - iii. **Event attendance**
Including but not limited to press or media launch, product launch, product workshop, and etc.
 - iv. **Emceeing/Hosting**
For hosting of events/on-ground activations or Live coverage
 - v. **Video appearance or engagement**
For acting or appearance on a video production including but not limited to digital microvideo, product or corporate video, event coverage video, and etc.
 - vi. **Model**
For photoshoot and online or offline marketing collaterals (e.g. online posters, print ads), and etc.
 - vii. **Brand/Product Promoter**
For product launches, roadshows, events/on-ground activations and etc.
 - viii. **Hair and Make-up Artist/Stylist**
And other services that may be agreed upon between the parties in the future.
- B. Service provider will provide Services to Company on project basis and for the consideration and upon the terms set forth below. This Agreement will continue until the completion of all projects assigned to Service provider unless earlier terminated as provided below.
- C. Service provider acknowledges and agrees that by submitting the "Influencer Sign Up & Registration" form, Service provider consents (i) to be registered as a member and to be added as an influencer in D38's influencer database; and (ii) to be featured across all Digital 38 websites (www.digital38.com and www.digital38.my) and social media platforms for promotional purposes.
- D. Service provider acknowledges and agrees that this is a non-exclusive agreement and that Company may appoint other influencers/talents/agencies to provide the Services to Company.
- E. Payment term is net 30 days from date of invoice from completion and for agreed and signed work only.
- F. The purpose of this Agreement is to (i) facilitate the exchange of confidential and/or proprietary information for use in exploration by the Parties of the possibility of entering into a future business relationship, and (ii) set out the terms and conditions under which Service provider will perform Services for the Company or its related companies (the "Purpose").

Mutual Non-Disclosure Agreement (NDA)

- G. Definition of Confidential Information
"Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to business plans, product plans, products, developments, markets, services, inventions, processes, designs, drawings, patents, patent applications, research plans, software (including source and object code), algorithms,

hardware configurations, agreements with third parties, customers, marketing or finances of the disclosing party.

H. Nondisclosure of Confidential Information

The Company and Service provider each agree not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Relationship. The Receiving Party shall use all reasonable endeavours to procure that such executives, employees and advisers observe the terms hereof.

I. Exceptions

Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other which:

- i. was in the public domain at the time it was disclosed
- ii. was known to the receiving party
- iii. is disclosed with the prior written approval of the disclosing party;
- iv. was independently developed by the receiving party without any use of the Confidential Information of the disclosing party
- v. becomes known to the receiving or third party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights;
- vi. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body;

J. Term

The foregoing commitments of each party shall survive any termination of the Relationship between the parties and shall continue for a period terminating on the later to occur of the date (a) one (1) year following the date of this Agreement or (b) one (1) year from the date on which Confidential Information is last disclosed under this Agreement.

K. Independent Contractors

The Company and Service provider are independent contractors, and nothing contained in this Agreement shall be construed to constitute the Company and Service provider as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

Ownership and Use of Materials

- L.** For purposes of this Agreement, "Materials" will mean but not limited to all original blog articles, product reviews, photographs, videos, tweets, designs, artwork, devices, developments and inventions, concepts, plans, ideas, programs, campaigns or executions in any form presented to Company for marketing execution, advertising, and other materials, including without limitation, presentation materials, storyboards, prepared or developed by Service provider or third parties at Service provider's request, pursuant to this Agreement, and all patent, copyright, (including derivative works) and trademark and trade secret rights, and all original works of authorship created by Service provider, or on Service provider's behalf, for Company and all other materials of any kind developed for or on behalf of Company.
- M.** Company will be co-owner of all Materials created by Service provider for Company, subject to the rights of any third parties as disclosed by Service provider in writing and accepted by Company. Under no circumstances will any Material or Materials created by Service provider for Company or presented to and approved by Company be available for use by any other firm or entity, without the prior written approval of Company, regardless of whether such Materials are, in whole or part used in final cut form by Company. Under no circumstance may Materials that consist of or incorporate any of Company's Intellectual Property will be made available by Service provider to unrelated third parties for their potential ownership. Service provider shall not disclose or list any and all Materials created for Company as Service provider's portfolio and work.
- N.** Service provider hereby allows the Company and the Client to share the URL of the published Materials on Company and Client's website and/or social media platform/s, as long as there is proper credit in the form of tagging the Service provider via his/her social media platform/s or website link. Service provider hereby acknowledges and allows the Company and the Client to boost or promote the said shared URL on their own platforms to drive people to click the link.

- O.** For further marketing purposes, Service provider hereby allows Company to promote the campaign with the Service provider on the Company's or its affiliated companies' websites and social pages through the following:
- i. Company to share URL of the Service provider's published Materials including proper credit in the form of tagging the Service provider via his/her social media platform/s.
 - ii. Company to write and publish an article about the campaign, including screenshot/s or embedding the Service provider's published Materials or uploading the final photo/video with proper credit in the form of tagging the Service Provider via his/her social media platform/s.
- P.** For engagement that requires event attendance, Service provider agrees to accommodate media interviews that may take place during the event. Service provider hereby agrees that the Company may use snippets of the interview (such as photograph/screenshot, video footage, or quoted statement/s) for marketing purposes on its website and social pages.
- Q.** Service provider is prohibited to use any Material that is a derivative of a material used in Company's projects for other projects, clients, and/or campaigns unless requested upon by Company.

Performance Standards

- R.** While this Agreement is in force, Service provider will provide Services to Company at such times and with respect to such assignments as are mutually agreed to from time to time and upon acceptance of an assignment and will perform the Services in a professional manner and in accord with applicable industry standards, including but not limiting to prompt follow up and responses, and delivery of work according to agreed scope on schedule.
- i. In the event that the Service provider fails to respond via email within five (5) consecutive working days from the date of latest correspondence from the Company, the Company deems it a disinterest from the Service provider to proceed with the project. The Company then reserves the right to terminate the commissioned project (refer to Point S for more details).
 - ii. In the event that the Service provider fails to give confirmation via email or has gone missing in action upon receiving the product sample/s (for product review engagements) within five (5) consecutive working days, the Company then reserves the right to take legal actions due to failure to fulfill the Agreement.
- S.** Service provider should maintain absolute silence at all times about projects, know-hows and their personal opinions about the projects and products they are involved in. (i.e. Service provider may be featuring sugar free fruit concentrate for Company's projects and should not blog/comment/declare during or after the project that it was full of sugary taste).

Termination

- T.** Company may terminate this Agreement by giving to Service provider a 3 days' notice in writing of its intention to terminate, with the exception of the scenario below. Upon termination, and all materials (including but not limited to product samples) provided to Service provider side should be returned to Company. Service provider shall not claim any liability or losses against Company unless agreed by Company and its represented client on the amount of cancellation fee or the amount payable to Service provider for work completed.
- i. Exception - Company may terminate the Services by the Service provider by giving the Service provider 1 day' notice in writing, if Service provider's performance standards fall below industry standards including but not limiting to poor responses, lack, and failure of actions when prompt by Company.

Applicable Law

- U.** The Agreement will be governed by, and construed in accordance with, the laws of the country in which Digital 38 Pte Ltd is incorporated in, excluding the Agreement's conflict of laws provisions. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules shall be deemed to be incorporated by reference in this Agreement. The arbitral tribunal shall consist of a single arbitrator to be appointed by the Chairman of the SIAC. The decision or award of the arbitrator shall be final and binding upon the Parties. The language of the arbitration shall be in English.

Non-Compete

- V. At all times while this agreement is in force and after its expiration and termination, Service provider agrees to refrain from disclosing Company's customer lists, trade secrets, or other confidential material. Service provider agrees to take reasonable security measures to prevent accidental disclosure and industrial espionage. While this agreement is in force, the Service provider agrees to use best efforts to abide by the nondisclosure and noncompetition terms of this agreement.

Non-solicitation

- W. Service provider agrees that they will not whether directly or indirectly, on their respective account or in conjunction with or on behalf of any other person or entity at any time during duration of any of the parties' obligations under this Agreement and for a period of six (6) months after the termination of this Agreement howsoever occasioned, persuade, induce, solicit or entice away, or attempt to persuade, induce, solicit or entice away from the other party any person who is an employee or member of staff of the other party whether or not such person would commit a breach of his contract of employment by reason of leaving such employment. In the event any Company's employees are recruited by the Client during duration of any of the parties' obligations under this Agreement and for a period of six (6) months after the termination of this Agreement howsoever occasioned, then Client is to promptly pay Company US\$10,000 (ten thousand United States Dollars) or 30% of their last contract value, whichever is higher.

Additional Remedies of the Company

- X. In the event Service Provider materially breaches this Agreement, if Service Provider was paid in advance, the Company shall be entitled to a refund of any monies advanced to Service Provider.

By signing the document, you hereby agree to be bound by all terms and conditions of this Agreement, and all policies and guidelines of the service that are incorporated by reference.

Company Name:	Signature:
Name:	Date: