

## BRAND ATLAS THE COLLECTIVE MEMBER AGREEMENT

This Agreement, effective from the date signed, is made and entered into by and between:

**Brand Atlas Pte. Ltd.**

(Hereinafter called "Brand Atlas")

Address: 6A Shenton Way #04-01 Singapore 068815

And

**Brand Atlas Collective Member**

(Hereinafter called "Collective Member")

Address: As shown in the Signature section

Brand Atlas and the Collective Member are collectively referred to as "the Parties" hereinafter.

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**WHEREAS:**

- Brand Atlas is in the business of referring clients to various Collective Members across multiple industries; and
- The Collective Member is a company willing to receive referrals of prospective clients from Brand Atlas.
- The Collective Member would like to join Brand Atlas as a Member on their site.
- The Parties wish to enter into this Agreement, whereby the Collective Member will pay Brand Atlas a fee for listing within The Collective section of the Brand Atlas site , subject to the terms and conditions set forth herein.

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**NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises set forth herein, the Parties agree as follows:**

### **SECTION 1 FEES AND REFERRAL AGREEMENT BETWEEN THE PARTIES**

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**Membership FEE**

To join Brand Atlas Advisor as a member and list your services on the site and be eligible for referrals and inclusion in Brand Atlas Advisory Teams we charge a monthly Membership Fee as posted on the site and updated from time to time. The Services provided for this fee will be updated from time to time and can be found on our Website.

Brand Atlas will only include reputable and industry leading companies in its membership and reserves the right to exclude or remove a member at any time, as per clause 3.

**REFERRAL FEE**

**Referral Fee Agreement:**

The referral fee payable by the Collective Member to Brand Atlas under this Agreement shall be as follows: **0% of net revenues** However Brand Atlas reserves the right to implement a referral fee in the future with 1 months' notice and the signing of a new agreement

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### **2. DURATION AND TERMINATION**

- a) This Agreement is effective for a term of **6 months** from the Effective Date. It shall automatically renew for successive 6-month periods unless terminated by either Party with written notice at least 1 months before the renewal date.
  - b) Either Party may terminate this Agreement with **1 months'** prior written notice.
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#### **4. RELATIONSHIP OF THE PARTIES**

- a) The Parties agree not to portray themselves as representatives, agents, or employees of one another.
- b) The Parties shall act as independent contractors and bear sole responsibility for their actions in performance of this Agreement.
- c) Neither Party shall have the authority to bind or obligate the other Party in any way without the prior written consent of the other Party.
- d) Nothing in this Agreement shall be construed as creating an exclusive relationship between the Parties. Each Party is free to engage in similar relationships with third parties.
- e) Each Party shall indemnify and hold harmless the other Party from any claims, damages, or liabilities arising from the actions of the other Party in the performance of this Agreement.

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#### **5. CONFIDENTIALITY AND DATA PRIVACY**

##### **5.1 Confidential Information**

Each Party acknowledges that it may disclose or receive Confidential Information related to the other Party's operations, services, clients, or other sensitive data during the term of this Agreement. The receiving Party agrees to:

- Maintain Confidential Information in confidence and use it solely for purposes outlined in this Agreement;
- Restrict access to Confidential Information to necessary personnel;
- Implement reasonable care to protect Confidential Information as it would protect its own confidential data.

##### **5.2 Data Privacy**

Each Party agrees to adhere to applicable data protection and privacy laws, including but not limited to the Personal Data Protection Act (PDPA) of Singapore and European GDPR. Brand Atlas and the Collective Member shall each apply their respective privacy policies with respect to any data collected, stored, or processed related to Referred Clients and shall ensure that such data is treated in accordance with the policies in place.

Both Parties agree to use such data solely for the purpose of fulfilling obligations under this Agreement and not for any unauthorized purposes.

##### **5.4 Confidentiality obligations**

Shall not apply to information that (i) was already in possession of the receiving Party, (ii) becomes public without breach, (iii) is required by law to be disclosed, or (iv) was independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

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#### **6. NOTICE**

All notices under this Agreement shall be in writing and delivered via express courier or email as specified in each Party's contact information or the most recent known address.

Notices shall be deemed delivered five days after dispatch if refused or not accepted by the receiving Party.

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#### **7. DISPUTE RESOLUTION**

Any dispute or claim arising out of or related to this Agreement shall first be addressed by negotiation between the Parties' authorised representatives.

If unresolved within sixty days, disputes will be referred to mediation under the Singapore Mediation Centre rules or a similar recognised mediation service in Singapore. Failing resolution, arbitration will be conducted in Singapore under the Singapore International Arbitration Centre (SIAC) Rules. The arbitration shall be in English with one arbitrator.

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## 8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to its conflict of law provisions.

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## SECTION 2 - BRAND ATLAS SITE AND MEMBER LISTINGS TERMS OF USE

*This section is only relevant if you wish to add content onto our platform as part of your membership*

### 1. ACCEPTANCE OF TERMS

These **Terms of Use** ("Terms") apply to all users of the Brand Atlas platform ("Service"). Brand Atlas offers a range of online services, subject to these Terms. By accessing or using the Service, you agree to be bound by these Terms. If you do not agree with any part of the Terms, you must not use the Service.

Please review these Terms carefully. Your use of the Service constitutes your acceptance of the Terms, including any updates or modifications made over time. The Terms apply to all content, including but not limited to posts, messages, text, files, images, photos, videos, audio, and other materials ("Content") on Brand Atlas.

In addition, when using particular services on Brand Atlas, you agree to comply with any applicable guidelines that may be posted and updated from time to time. If you object to any part of the Terms, or are dissatisfied with the Service, your sole remedy is to discontinue using the Service. Brand Atlas reserves the right, but is not obligated, to enforce these Terms.

If you wish to post listings or advertisements on Brand Atlas, you must agree to these Terms. By posting on Brand Atlas, you confirm your acceptance of these Terms, and any content you post will be subject to these Terms of Use.

### 2. AMENDMENT OF THE TERMS OF USE

Brand Atlas reserves the right, at its sole discretion, to change, modify, or alter these Terms at any time. Such changes will become effective immediately upon being posted on the site. It is your responsibility to regularly review the Terms to stay informed of any changes.

### 3. CONTENT

Brand Atlas is not obligated to pre-screen or approve any content posted on the Service. However, Brand Atlas retains the right, in its sole discretion, to refuse, delete, or move any content that it deems to violate the Terms of Use, the Privacy Policy, or for any other reason.

### 4. THIRD PARTY CONTENT, SITES, AND SERVICES

The Service may include links to third-party websites or services that are not affiliated with Brand Atlas. Brand Atlas has no control over, and is not responsible for, the content or actions of these third-party websites.

Any interactions, agreements, or dealings you have with individuals or entities you encounter through the Service, including payments, warranties, and delivery of goods or services, are solely between you and the other party. Brand Atlas shall not be responsible or liable for any disputes, losses, or damages arising from such interactions. You release Brand Atlas from any claims related to such disputes. You agree that Brand Atlas shall not be responsible or liable for any loss or damage of any kind whatsoever incurred as the result of any such dealings.

### 5. YOUR CONTENT

#### Ownership of Content:

You retain FULL ownership of all content, including photos, that you upload to the Service. Any User Content that you make available on the Service will belong to you or your licensors. We will not claim any ownership in your User Content, *however*

**Limited License to Us.** By submitting content to the Service, you grant Brand Atlas a worldwide, non-exclusive, royalty-free license to use, to host, store, transfer, display, reproduce, adapt, and distribute your content in any media format. This license

also allows Brand Atlas to sublicense these rights to third parties. You understand that we will not pay you for any use of your Photos and that your Photos will be made available to the public for their use without providing you attribution or compensation.

**Representations and Warranties.** You represent and warrant that you have the necessary rights and permissions to upload the content, and that your content does not infringe on the rights of any third party, including intellectual property or privacy rights.

**Disclaimer:** Brand Atlas is not responsible for monitoring or editing user content. Users are solely responsible for their own content, and Brand Atlas will not be liable for any content posted by users.

**Removal of Content :** Brand Atlas reserves the right to remove any content that it deems inappropriate or in violation of the Terms without prior notice.

## 6. ABUSING BRAND ATLAS

To maintain a safe and respectful environment on Brand Atlas, you agree not to post content that:

1. Is unlawful, harmful, threatening, abusive, or harassing.
2. Contains pornographic material or explicit sexual content.
3. Degrades or intimidates others based on gender, religion, race, ethnicity, or other characteristics.
4. Impersonates another person or misrepresents your affiliation.
5. Infringes on intellectual property rights or violates privacy laws.
6. Is deceptive or misleading.
7. Contains spam or unsolicited commercial advertisements.
8. Contains viruses or malicious code.
9. Disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) or otherwise interferes with other users' ability to use the Service.
10. That employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service; or
11. That violates any agreements such as e.g. confidentiality agreements. Or any applicable laws or regulations

You also agree not to engage in unauthorized access to Brand Atlas's systems, use automated means to gather data, or engage in any activity that impairs the Service's functionality.

## 7. YOUR ACCESS

Brand Atlas grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include: any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data gathering and extraction tools for any purpose unless expressly permitted by Brand Atlas.

## 8. TERMINATION OR REMOVAL OF MEMBERSHIP

- a) **Right to Remove Membership:** Brand Atlas reserves the right to remove any member from the website or terminate their membership at any time, with or without cause, if the member no longer meets the standards or criteria established by Brand Atlas. This includes, but is not limited to, failure to comply with the website's terms of service, conduct guidelines, or other standards at Brand Atlas sole discretion.
- b) **Notice of Removal:** In the event of a removal, Brand Atlas will provide the member with written notice of the termination or removal of their membership, specifying the reason for the action, unless immediate removal is necessary for legal, safety, or due to service levels falling below acceptable levels.
- c) **Effect of Removal:** Upon removal, the member's access to the website, services, and any other associated benefits will be terminated immediately. Any outstanding obligations, including payment for services rendered or fees incurred, shall remain due and payable.

- d) **Appeal Process:** If a member wishes to contest the removal, they may request an appeal within 20 days from the notice of removal. Brand Atlas will review the appeal and, at its discretion, may reinstate the membership or provide further clarification.

## 9. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. The Service is provided "as is" without any warranties, express or implied. Brand Atlas does not guarantee the security, accuracy, or reliability of the Service. Brand Atlas disclaims any liability for services or goods obtained through the Service or for viruses or other harmful components.

## 12. LIMITATIONS OF LIABILITY

Under no circumstances will Brand Atlas be liable for any damages arising from your use of the Service regardless of how the damages have arisen, including indirect, incidental, or consequential damages.

## 13. INDEMNITY

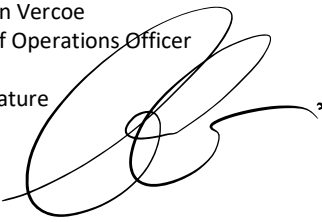
You agree to indemnify Brand Atlas, its affiliates, and its representatives from any claims, damages, or liabilities arising out of your use of the Service, your content, or your violation of the Terms.

**Signatures:**

**BRAND ATLAS PTE. LTD.**

**Authorized Signatory,**  
Gavin Vercoe  
Chief Operations Officer

Signature



&

**COLLECTIVE MEMBER:**

*(all of the below field must be completed)*

**Company Name:**

**Authorized Signatory Name (CEO, MD etc) :**

**Authorized Signatory Title:**

**Authorized Signature:**

**Date signed and effective date of agreement:**

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