



Supplementary terms applicable to Influencers

1. INTERPRETATION

1.1 The following definitions apply:

Agreement: means the Influencer Agreement and these terms and conditions.

Influencer Agreement: means the agreement entered into between the Agency and the Talent relating to the delivery of influencer marketing services;

Brand Materials: means all IPRs concepts, ideas, methodologies, processes, techniques, algorithms, advertisements or materials of the Client which have been developed independently of the Agreement and provided to the Agency or any of its subcontractors by or on behalf of the Client in connection with the Agreement;

Confidential Information: means any information of a Party which by its nature ought reasonably to be considered confidential, including information about the Brand and their products and/or services, the Deliverables, the Agreement or which otherwise relates to the business, pricing, findings, data or analysis of that Party or its Group Company, but shall not include information which (i) at the time of receipt by the other Party is in the public domain, (ii) subsequently comes into the public domain through no fault of the other Party or its Representatives, (iii) is lawfully received by the other Party from a third party on an unrestricted basis; and/or (iv) is already known to the other Party before receipt under the Agreement;

IPR: means copyright and related rights, trade marks, business names and domain names, rights in get-up, moral rights, goodwill and the right to sue for passing off, rights in designs, database rights, know-how, and all other intellectual or industrial property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and

Parties: means the Talent (and its Service Company as applicable) and the Agency, each being a Party.

1.2 Capitalised terms used but not defined in these terms shall have the meaning given to them in the Influencer Agreement.

2. SUPPLEMENTARY TERMS

General

2.1. There is no obligation on the Agency or Brand to use the Deliverables.

2.2 If the Agency requests the Talent to delete any of the Deliverables from its social media accounts then the Talent shall immediately delete them.

2.3 The Talent shall not delete the Deliverables from its social media accounts for at least 12 months from the date of posting, unless otherwise agreed with the Agency, or unless a request is made by the Agency to do so.

Reasonable assistance

2.6 The Agency may request that the Talent take certain remedial actions if it becomes aware that the Talent has made disparaging statements about the Brand or has otherwise done something to bring the Brand into disrepute.

2.7 If the Deliverables are found not to comply with applicable laws or rules, or otherwise damage the reputation of the Brand, then the Talent shall provide reasonable assistance to remedy such issues.

Communications relating to the Deliverables

2.8 The Talent shall immediately notify the Agency if they receive any non-ordinary course correspondence relating to the Deliverables, such as an allegation(s) that the Deliverables do not comply with laws and or intellectual property rights. You shall provide the Brand with the reasonable opportunity to input into any responses relating to such correspondence, and generally provide all reasonable co-operation in relation to the matter.

Talent rights to use Brand Materials

2.9 The Parties acknowledge that there shall be no change in the ownership of intellectual property rights in the Brand Materials.

2.10 The Agency will use all reasonable endeavours to ensure that the Brand grants the Talent a royalty free, non-exclusive, right, during the Term, to use the Brand Materials to the extent necessary for the Talent to provide the Services.

3. CONFIDENTIALITY

3.1 Each Party shall keep in strict confidence all Confidential Information of the other Party and shall not (i) use such Confidential

Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (“**Permitted Purpose**”) or (ii) disclose such Confidential Information to any third party except as expressly permitted by this clause or as otherwise agreed by the Parties in writing. A Party may only disclose the other Party’s Confidential Information to those of its Representatives who need to know it for the Permitted Purpose provided that (i) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; (ii) it procures that those Representatives are bound by confidentiality restrictions which ensure materially the same level of confidentiality in respect of the Confidential Information as the Agreement; and (iii) it is responsible for the actions or omissions of such Representatives in relation to the Confidential Information as if they were actions or omissions of that Party.

3.2 A Party may also disclose such of the other party’s Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction, subject to giving the other Party, to the extent permitted by law, as much advance

notice of such disclosure as reasonably practicable

3.3 This clause shall survive termination of the Agreement.

4. TERMINATION

4.1 Without limiting its other rights or remedies, and with immediate effect by giving written notice to the other Party:

4.2 either Party may terminate the Agreement if the other Party commits a material breach of the Agreement which is not capable of remedy or which is capable of remedy but is not remedied within 5 days of the breaching Party receiving a notice of the breach;

4.3 the Agency may terminate the Agreement if (i) the Talent fails to produce the Deliverables in accordance with the Agreement, in which case no fee shall be payable to the Talent; or (ii) having attempted to contact the Talent in relation to the Deliverables the Talent fails to respond within a reasonable period (to be determined by the Agency acting reasonably); and

4.4 either Party may terminate the Agreement if the other Party: passes a resolution for or is the subject of a petition for winding up (other than for the purposes of a solvent amalgamation or reconstruction); has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; ceases to carry on business, or has any event occur to it in a jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause. If a Party is an individual then this clause shall apply to any equivalent bankruptcy type proceedings applicable to individuals.

5. ANTI-BRIBERY

Both Parties shall: (i) comply with all applicable laws relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the Criminal Finances Act 2017, and any similar laws in any applicable territory, including but not limited to the Foreign Corrupt Practices Act 1977, and the Prevention of Corruption Act (PCA) Cap 241 and;

(ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6, Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK or sections 45 or 46, Criminal Finances Act 2017 in the UK, or in any other activity, practice or conduct which would constitute an offence under applicable anti-bribery and anti-corruption legislation and laws in the relevant jurisdictions.

6. GENERAL PROVISIONS

6.1 Neither Party may assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) except that the Agency may without the consent of the Client assign or transfer the Agreement to any of its Group Companies.

6.2 No failure or delay by a Party to enforce or exercise any right or remedy under the Agreement or by law shall be deemed to be a waiver of that or any other right or remedy.

6.3 A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999, the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) or similar applicable laws or otherwise to enforce any term of this Agreement.



6.4 The Agreement constitutes the entire agreement between the Parties and shall apply to govern all aspects of the relationship between them. The Agreement and these terms supersede and terminate any previous arrangement, understanding or agreement relating to the Services between the Parties (whether written or oral).

6.5 Except as set out in the Agreement, no variation of the Agreement shall be effective unless it is agreed in writing and signed by both Parties.

6.6 Each Party shall take reasonable steps to ensure that slavery and human trafficking (as defined in section 54, Modern Slavery Act 2015, or similar applicable laws) is not taking place in any of its supply chains or in any part of its own business. Each Party shall notify the other Party immediately if it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement.

6.7 Each Party shall execute such documents and take such steps as the other Party may reasonably require to fulfil the provisions of and to give to each Party the full benefit of the Agreement.

6.8 Nothing in the Agreement is intended to or shall operate to create an employment relationship, partnership or joint venture between the Parties, or to authorise either Party to act as agent for the other and neither Party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.

6.9 Any notice given by one Party to another under the Agreement shall be by email to legal@brainlabsdigital.com, and for the Talent the contact information set out in the Agreement.

6.10 The Agreement may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement.

6.11 In the event of conflict or inconsistency between any of the parts of these terms and conditions and the Influencer Agreement, the Influencer Agreement shall prevail.