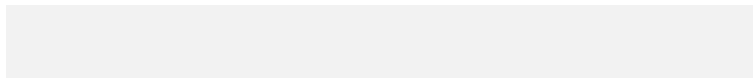


Trademax Global Limited
("TMGM")

AND



INDEPENDENT CONTRACTOR AGREEMENT

Trademax Global Limited
VFSC No.: 40356
1276, Kumul Hwy, 1st Floor, Govant Building, Port Vila, Vanuatu
Email: TMGM Support <support@tmgm.com>

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THIS AGREEMENT dated [REDACTED]
BETWEEN

“TMGM” or “Company”	collectively “Contractor”	
TRADEMAX GLOBAL LIMITED 1276, Kumul Hwy, 1st Floor, Govant Building, Port Vila, Vanuatu support@tmgm.com (Attn: [REDACTED])	Talent Details	
	Name :	
	ID No. :	
	Address :	
	E-mail :	
	Trading Account No. :	
	Talent’s Management Company (if any)	
	Name :	
	Company No. :	
	Registered Address :	
	E-mail & Phone No. :	
	Contact Personnel :	

*fil in where applicable only

RECITALS

- A. The Contractor is providing the Services defined in **Schedule A** (“**Services**”) of this Agreement.
- B. The Company has agreed to use the Services of the Contractor, and the Contractor has agreed to provide the services on terms and conditions of this Agreement.

OPERATIVE PART

Definitions and Interpretation

In this Agreement:

- (a) clause headings are inserted for convenience only and do not affect interpretation;
- (b) where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning;
- (c) a reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document;
- (d) “**includes**” means includes without limitation;
- (e) “**Board**” means the board of directors of the Company (including any committee of the board duly appointed by it).
- (f) “**Confidential Information**” means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to the business, products, affairs and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any Group Company or any of its or their business partners or contacts, including in particular (by way of illustration only and without limitation) the names and addresses of any customers, the charging structures, the financial information and the marketing initiatives and strategy of the Company or any Group Company.
- (g) “**Group Company**” means a company which is from time to time a subsidiary, affiliate or holding company of the Company or a subsidiary (other than the Company) of a holding company of the Company.
- (h) “**incapacity**” means any sickness or injury which prevents the Contractor from carrying out the duties of their position.
- (i) the headings in this Agreement are inserted for convenience only and shall not affect its construction.
- (j) a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- (k) a reference to one gender includes a reference to the other gender.
- (l) words in the singular include the plural and vice versa, one gender includes all others;
- (m) monetary references are references to the [REDACTED] currency unless otherwise stated; and
- (n) if the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day.

Term & Services

- (a) The Company shall employ the Contractor and the Contractor shall serve the Company on the terms of this Agreement. The Contractor's appointment period shall commence on [REDACTED] (the "**Commencement Date**"), and the Agreement shall continue unless terminated by either party with **at least thirty days (30) advance notice** to the other party.
- (b) During the Term, the Contractor shall serve the Company as [REDACTED] and will provide services as stipulated in **Schedule A** of this Agreement to the Company or in such other role as the Company considers appropriate from time to time.
- (c) The Contractor will comply with all reasonable directions of the Company for the performance of the Services.
- (d) The Contractor will provide the Services in a professional manner to the required standard and will comply with the Company's policies and procedures.
- (e) The Contractor shall at all times comply with, and not cause the Company or any Group Company to breach or contravene any rules, regulations or requirements of any regulatory body, code of conduct or statutory provision to which the Contractor, the Company and/or any Group Company is/are subject, including, without limitation, any rules, regulations or procedures made by the Company and/or any Group Company.
- (f) The Contractor will act in good faith and will perform his obligations under this Agreement in a cooperative and professional manner.

Intellectual Property

- (a) **Inventions Assignment.** Company shall own all right, title and interest (including patent rights, copyright rights, trade secret rights, trademark rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), technologies, works of authorship, software, designations, designs, know-how, ideas and information that are made, conceived, reduced to practice or obtained, in whole or in part, by Contractor, and that arise out of the Services or that are based on or otherwise reflect any Proprietary Information (as defined below) (collectively, **Inventions**). Contractor will promptly provide and fully disclose all Inventions to Company. All inventions are works made for hire to the extent allowed by law and, in addition, Contractor hereby makes and agrees to make all assignments necessary to accomplish the foregoing ownership.
- (b) **Originality and Warranty.** Contractor warrants that all deliverables under this Agreement are original works created solely by the Contractor, free from any third-party rights or claims. The Contractor further warrants that no content, materials, or methods derived from any prior engagements, collaborations, or external sources will be included in the deliverables without explicit authorization and prior written disclosure to the Company. The Contractor agrees to indemnify and hold the Company harmless against any claims, liabilities, or losses arising from a breach of this warranty.
- (c) **Confidentiality.** Contractor agrees that all inventions and all financial, business, legal and technical information (including, without limitation, the identity of and information relating to customers, prospects, vendors, affiliates and employees) that

Contractor develops, learns or obtains in connection with the Services, or that are received by or for Company in confidence, constitute Proprietary Information. Contractor will hold in strict confidence and exercise all reasonable precautions to prevent unauthorized access to, and not disclose or, except in performing the Services, use any Proprietary Information. However, Proprietary Information will not include information that Contractor can document is or becomes readily publicly available without restriction through no fault of Contractor. Upon termination and at Company's request at any other time, Contractor will promptly return to Company all materials and copies containing or embodying Proprietary Information, except that Contractor may keep its personal copy of its compensation record and this Agreement. Contractor also recognizes and agrees that Contractor has no expectation of privacy with respect to Company's telecommunications, networking, or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Contractor's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

(d) **Restrictions.** As additional protection for the Proprietary Information and the Company's reputation or business interests, Contractor agrees that **during the term of the contract and for one (1) year after the conclusion of this Agreement:**

- (i) Contractor will not encourage or solicit any employee or contractor of Company to leave Company for any reason, or service or solicit the business or patronage of any of Company's customers, suppliers or prospects for the benefit of Contractor or any other person, or divert, entice or otherwise take away from Company the business or patronage of any customer, supplier or prospect;
- (ii) Contractor is prohibited from disseminating false or unverified information regarding the Company that could harm the Company's reputation or business interests;
- (iii) Contractor will not (in any capacity) assist any other person or organization in competing or preparing to compete with any business or demonstrably anticipated business of Company. Contractor understands that the restrictions set forth in this part are intended to protect Company's interest in its proprietary information and established relationships and goodwill with employees and business partners, and Contractor agrees that such restrictions are reasonable and appropriate for this purpose.

(e) **Moral Rights.** To the extent allowed by law, paragraph (a) of this part and any license to Company hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, *droit moral* or the like. To the extent any of the foregoing is ineffective under applicable law, Contractor hereby provides any and all ratification and consents necessary to accomplish the purposes of the foregoing to the extent possible. Contractor will confirm any such ratification and consents from time to time as requested by Company. Contractor will obtain the foregoing ratification, consents and authorizations, for Company's exclusive benefit, from each person who provides any Services hereunder.

(f) **License.** If any part of the Services or Inventions is based on, incorporates or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, modified, distributed or otherwise exploited, without using or violating any technology or intellectual property right owned by Contractor (or any third party) and not assigned hereunder (**Restricted Rights**), then Contractor hereby

grants and agrees to grant to Company and its affiliates, successors and assignees a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, sublicensable right and license to exploit and exercise all such Restricted Rights in support of Company's exercise or exploitation of the Services, Inventions or other work performed hereunder (including any modifications, improvements and derivatives). Contractor agrees not to use or disclose any Restricted Rights for which it is not fully authorized to grant the foregoing license.

Equipment

The Contractor will generally use his own equipment in the provision of the Services under this Agreement. Any additional equipment required will be provided by (but will remain the property of) the Company.

In the avoidance of doubt, all documents, manuals, hardware and software provided for the Contractor's use by the Company and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones) remain the property of the Company.

Fees, Expenses and Commission

The Company shall make payment to the Contractor according to the payment terms stipulated under **Schedule A**.

Statutory Obligations, Insurances and Registrations

- (a) Prior to the date of this Agreement and during the period of this Agreement, the Contractor must obtain, and keep maintained current policies of insurance, in respect of the Services, against (where relevant):
 - (i) all third-party risks in relation to persons and property including public liability insurance;
 - (ii) workers compensation claims; and
 - (iii) negligence by the Contractor or an employee of the Contractor.
- (b) The Contractor acknowledges he is solely responsible (where relevant) for all remuneration, expenses, taxes, leave entitlements, workers compensation and other insurances in respect of him or his Contractors.

Confidential information

- (a) The Contractor acknowledges that in the course of their employment / appointment under this Agreement they will obtain access to and use Confidential Information which is critical to the Company's present and future commercial interests and continued operation. The Contractor agrees and acknowledges that all such Confidential Information is the exclusive property of the Company and that any Confidential Information the Contractor receives in connection with the Contractor's work concerning any customer of the Company or a Group Company is, as between them and the Company or Group Company, confidential to the Company.
- (b) The Contractor shall not (except in the proper course of their duties), either during

their appointment under this Agreement or at any time after its termination (howsoever arising), use or disclose to any person, company or other organization whatsoever (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (i) any use or disclosure authorised by the Board or required by law; or
 - (ii) any information which is in the public domain other than through the Contractor's unauthorized disclosure.
- (c) The Contractor will cause any person assisting him to sign an acknowledgement of his obligations to observe the confidentiality to the same extent as the Contractor.

Termination

- (a) **Termination Upon Completion and Mutual Agreement:** This Agreement may be terminated upon the successful completion of the Services provided by the Contractor or by mutual consent pursuant to para (a) of the Terms & Service of this Agreement. Following such termination, the Company shall pay any outstanding fees under this Agreement reasonably incurred and due to the Contractor in accordance with the payment terms specified in this Agreement.
- (b) **Automatic Termination for Breach:** This Agreement will be terminated automatically without prior notice if the either the Company or the Contractor:
 - (i) breaches any clause of this Agreement;
 - (ii) engages in actions that compromise the validity of their employment or legal standing of jurisdiction;
 - (iii) fails to comply with any legal or regulatory obligations relevant and applicable to both parties; or
 - (iv) experiences insolvency, enters into liquidation, or declares bankruptcy, whether voluntary or compulsory.
- (c) **Termination by Company for Misconduct or Non-Compliance:** The Company may, at its discretion, terminate this Agreement immediately without prior notice if the Contractor:
 - (i) Engages in serious misconduct;
 - (ii) Consistently fails to meet time commitments; or
 - (iii) Violates significant company policies.
- (d) **Consequences of Termination:** Upon any termination, all rights to compensation and remedies for breach of this Agreement prior to termination remain in effect. For termination under (b) and (c) above, aside from claiming of any overpaid or outstanding fees, further legal action may be pursued against the Breaching Party (where relevant) for any damages incurred by the Non-Breaching Party due to the Breaching Party's breach or misconduct.
- (e) **Limitation of Liability:** In any event whatsoever, the Company's liability under or arising out of this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount of payments made or agreed to be made to the Influencer under the terms of this agreement.

Governing Law

This Agreement is governed by and is to be construed in accordance with the law of the Republic of Vanuatu. While the preferred jurisdiction for any actions brought under this Agreement is the Republic of Vanuatu, this does not preclude the Company from initiating proceedings in any other jurisdiction where it deems necessary. The Contractor acknowledges that the Services to be rendered by them are of a special, unique and extraordinary character and, in connection with such services, Contractor will have access to confidential business information.

By reason of this, Contractor consents and agrees that if they violate any of the provisions of this Agreement, the Company and its subsidiary and affiliated companies would sustain irreparable harm and, therefore, in addition to any other remedies which the Company may have under this Agreement or otherwise, the Company shall be entitled to an injunction from any court of competent jurisdiction restraining the Contractor from committing, or continuing any such violation of this Agreement. In addition, Contractor agrees that the Company shall be entitled to recovery of its reasonable costs and attorney fees in any action in which it is successful in obtaining relief, injunctive or otherwise, for any breach of this Agreement.

Relationship of the Parties

The parties acknowledge that this agreement is intended as an Agreement for the provision of Services and creates the relationship of Company and Contractor and not any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership.

Miscellaneous

- (a) This Agreement is the complete and exclusive statement of the terms agreed upon by the Parties, superseding all prior agreements and understandings related to the Contractor's Service.
- (b) No modification of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- (c) This Agreement may be executed (physical or electronically), in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- (d) The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any third party.
- (e) Any appendices, schedules, exhibits, or attachments that are appended to this Agreement forms an integral part of this Agreement and are incorporated herein by reference. The terms and provisions contained in such appendices shall be considered as terms and provisions of this Agreement to the extent they do not contradict or conflict with the primary body of the Agreement.
- (f) This Agreement, as well as any additional agreement here to (both present and future) are made in English. Any other language translations are provided as a convenience only. In the case of any inconsistency or discrepancy between the original English texts and their translation into any other language, the original versions in English shall prevail.

- (g) If any provision of this Agreement is or becomes illegal, void or unenforceable in any jurisdiction:
 - (i) such provision is severable from the Agreement;
 - (ii) such provision will be ineffective in that jurisdiction only to the extent of its illegality, voidness, or unenforceability;
 - (iii) the remaining provisions of the Agreement will remain in full force and effect.
 - (iv) the legality, validity, or enforceability of that provision in any other jurisdiction will not be affected.

SCHEDULE A

(A) PAYMENT TERMS AND CONDITIONS:

(i) Fees

☐ Advance Payment Amount of \$

Additional Remarks:

If this option is selected, the Contractor is required to enter into an additional Affiliate or Introducing Broker Agreement with the Company. No payments under the Affiliate or Introducing Broker Agreement will be disbursed until the Advance Payment amount specified above has been fully offset against the earnings accrued under the terms of the Affiliate or Introducing Broker Agreement.

☐ Flat Fee Amount of \$

☐ Monthly Fee of \$

☐ Fee per post of \$

☐ Others:

**please specify above*

(ii) Payment Method:

☐ Bank Account

**please fill in the below*

Bank Name	:	<input style="background-color: #d9e1f2;" type="text"/>
Bank Account Name	:	<input style="background-color: #d9e1f2;" type="text"/>
Bank Account No.	:	<input style="background-color: #d9e1f2;" type="text"/>
Bank SWIFT Code	:	<input style="background-color: #d9e1f2;" type="text"/>
Bank Address	:	<input style="background-color: #d9e1f2;" type="text"/>
Reference (if any)	:	<input style="background-color: #d9e1f2;" type="text"/>

☐ Trading Account with the Company

**please fill in the below*

Trading Account No.	:	<input style="background-color: #d9e1f2;" type="text"/>
Account Name	:	<input style="background-color: #d9e1f2;" type="text"/>

☐ Remarks:

**please specify above*

(iii) Terms of Payment

Should there be any conflict between the payment terms of this Agreement and those of any other agreement, including but not limited to the Affiliate or Introducing Broker Agreement involving the Contractor, the payment terms set forth in this Agreement shall take precedence first. This priority applies exclusively to conflicts concerning payment obligations and financial arrangements.

(B) DESCRIPTION OF SERVICES

The Contractor is tasked with providing the below-mentioned number of posts/reposts of the Company's campaign or announcement content on their social media channels where it's most appropriate to do so.

- ☐ Posts per day [Quantity:
- ☐ Posts per week [Quantity:
- ☐ Posts per month [Quantity:
- ☐ Others:

**please specify above*

The content must be published on the following social media platforms based on the specified posting schedules (where relevant)

- ☐ Facebook
- ☐ Instagram
- ☐ Twitter
- ☐ Tiktok
- ☐ Youtube
- ☐ Others:

**please specify above*

For Contractor's (You) Notice:

1. You are required to obtain our approval for all materials related to the Company's campaigns before their publication.
2. All contents must be unique, factual, and original work of yours, abiding by the instructions and terms of our Company. It should also contain any tags, offers, links, and titles as requested by us while falling in line with the brand image of the Advertiser.
3. You are not to remove any content once it is posted throughout the term of this Agreement.

**EXECUTION PAGE
SIGNED AS AN AGREEMENT**



**FOR AND ON BEHALF OF
TRADEMAX GLOBAL LIMITED**

.....
Signature of Representatives

.....
Printed Name of Representatives

**FOR AND ON BEHALF OF
TALENT'S MANAGEMENT COMPANY**

.....
Signature of Director/Authorised Representative

.....
Printed Name

TALENT

.....
Signature

.....
Printed Name