



ENGAGEMENT AGREEMENT
(Agent & Brand)

THIS AGREEMENT is made on 15-Sep-2020.

BETWEEN:

(1) ABC Pte Ltd (Registration No: 200000001A), a company incorporated under the laws of Singapore and having its registered address at Level 88-08, The Metropolis Tower 2, 11 North Buona Vista Drive, Singapore 138589 ("Agent");

AND

(2) XYZ Pte Ltd (Registration No: 199000000Z), a company incorporated under the laws of Singapore and having its registered address at 47 Scotts Road #33-03, Singapore 228233 ("Brand").

WHEREAS:

- (A) The Agent is entitled to the services of George Chan ("Celebrity").
- (B) The Brand desires to engage the Celebrity to render the Services on the terms and conditions set out hereunder.
- (C) This Agreement comprises the Principal Terms, the Terms and Conditions and all appendices (if any), schedules (if any) and annexures (if any) to this Agreement.

PRINCIPAL TERMS

1. Service

Engagement type	<i>Non-Exclusive Ad Campaign</i>
Campaign title	<i>Merry Christmas</i>
Campaign commencing date	<i>30-Oct-2020</i>
Number of Product/service	<i>1 Product/Service</i>
Product/service name	<i>Handphone</i>
Campaign territory	<i>Singapore</i>



Contract Reference No.: CE20200001

Campaign media platform(s)	<i>Digital</i>
Campaign period	<i>6 months</i>
Number of filming/photoshoot hours	<i>8 hours</i>
Static post on single platform	<i>1</i>
Static post on multiple platforms	<i>1</i>
Video post on single platform	<i>1</i>
Video post on multiple platforms	<i>1</i>
Overrun cost(per hour)	<i>SGD 1,000.00</i>

2. Engagement Fee (“Fee”)

SGD 20,000.00 to be paid by Brand in the following instalments:

- (A) A 50% of the Fee of SGD 10,000.00 shall be paid by 30-Sep-2020.
- (B) Balance payment of SGD 10,000.00 shall be paid by 16-Oct-2020.

PROVIDED ALWAYS THAT THERE SHALL BE FULL PAYMENT BEFORE 16-Oct-2020 .

3. Brand and Agent hereby agree that The Celeb Net Pte Ltd (“TCN”) shall collect Engagement Fee on behalf of Agent and disburse the Engagement Fee to Agent after deducting an agreed commission.

4. Brand and Agent hereby agree and undertake not to enter into any private agreement with each other outside The Celeb Net Celebrity Marketplace Platform unless otherwise approved by TCN in writing subject to further fees being imposed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

ABC Pte Ltd

XYZ Pte Ltd

Joanne Liu

David Tan

Director

Marketing Manager



Terms and Conditions

1. **Overrun Cost:** Surcharge of overrun cost per hour(or part thereof) will be charged accordingly for any over-run.
2. **Taxes:** The Engagement Fee and all other monies payable hereunder shall be exclusive of the prevailing rate of GST, all other taxes, duties and impositions where applicable, which Brand hereby agrees to bear. If Brand is required by law to make any deduction or withholding on account any such taxes or duties and any other fees from all or any part of the Engagement Fee payable to Agent (or any person on its behalf), it shall: (a) notify Agent of the requirement; (b) pay any such tax or other amount before penalties attach thereto; (c) furnish to Agent a receipt or other evidence of such payment within 30 days thereof; and (d) pay such additional amount as will ensure that Agent actually receives a net amount equal to the amount it would have received had no such deduction or withholding been required or made.
3. **Interest:** For any monies not paid on the relevant due dates, interest at the rate of 1% per month or the maximum interest permissible by law, whichever is higher, shall be payable by Brand on such overdue amount. Interest shall be calculated from the date of payment is due to the date full payment is received by Agent (both dates inclusive).
4. **Changes / Cancellation:** Change of engagement date(s) is subject to the availability of the Celebrity. If the Celebrity is unavailable, Agent reserves the right to substitute another Celebrity of similar status upon consultation with Brand and in such event, Brand agrees that Agent shall not be liable to Brand for damages or claims arising therefrom. A 50% administrative charge on the Celebrity Engagement Fee will be imposed on Brand and payable by Brand for any change/cancellation. Cancellation is not permitted if the engagement has already started.
5. In addition and without prejudice to Agent's rights under any applicable laws, Agent shall have the right to withhold, withdraw or terminate immediately the services of the Celebrity to be rendered if Brand fails or omits to make any payment as required and/or Brand breaches any of these terms and conditions. In such an event, Agent shall not be liable to Brand for damages or claims arising therefrom.
6. **Engagement Type:**
 - a. **Appearance:** Celebrity appears at Brand's event including one static post on Celebrity's social media platforms to promote the event.
 - b. **Hosting:** Celebrity hosts Brand's event including one briefing session (up to 1 hour) and one static on Celebrity's social media platforms to promote the event.
 - c. **Song Performance:** Celebrity performs songs at Brand's event including one rehearsal (up to 1 hour) and one static post on Celebrity's social media platforms to promote the event.
 - d. **Stand-up Performance:** Celebrity performs a stand-up at Brand's event.
 - **Stand-up (original script):** Celebrity performs a stand-up at Brand's event with original script by celebrity including one static post on Celebrity's social media platforms to promote the event.
 - **Stand-up (customised script):** Celebrity performs a stand-up at Brand's event with customized script including one briefing (up to 1 hour), script-writing based on Brand's briefing (up to 2 revisions), three rehearsals (up



- to 2 hours each) and one static post on Celebrity's social media platforms to promote the event.
- e. **Appearance/Hosting/Song performance/Stand-up performance nature**
 - **as guest:** Celebrity appears/hosts/performs songs/performs stand-up at Brand's event as a guest without any additional requirement.
 - **with endorsement element:** Celebrity appears/hosts/performs songs/performs stand-up at Brand's event and is required to promote the Brand's product/service and/or take part in specific activities.
 - **with charity element:** Celebrity appears/hosts/performs songs/performs stand-up at Brand's charity event or Brand's event with charity element.
 - **for charity event with sponsors:** Celebrity appears/hosts/performs songs/performs stand-up at charity organisation's event that is sponsored by Brand.
 - **on public holiday/eve:** Celebrity appears/hosts/performs songs/performs stand-up at Brand's event that falls on public holiday/eve of public holiday.
 - f. **Post-Event coverage:** Celebrity is featured in Brand's post-event advertising campaign. Photos and footages of the campaign are taken during the event.
 - g. **Social Media:**
 - Celebrity posts content on Celebrity's social media platform(s) to promote Brand's product/service.
 - Brand provides posting brief (key messages, images, hashtags and timelines), however the actual post is subject to Celebrity's own creative discretion.
 - Brand reviews a draft of the post before it is posted.
 - Post(s) may be removed after one month.
 - h. **Static post:** Post is confined to image.
 - i. **Video post:** Post is confined to video. The video quality is based on the standard of video filmed by smartphone.
 - j. **Post boosting:** Brand boosts the social media post on Celebrity's social media account.
 - k. **Exclusive Ad Campaign:**
 - Celebrity represents Brand as an endorser/ambassador and is featured in Brand's ad campaign on all media platforms.
 - Includes Celebrity's make-up, hair and wardrobe styling costs and attendance at one filming/photoshoot session (up to 8 hours excluding make-up) and one post on Celebrity's social media platforms.
 - During the campaign period, Celebrity shall not be seen to associate with Brand's competitors.
 - Celebrity's attendance at additional filming/photoshoot session (including make-up, hair and wardrobe styling costs), appearance or social media post can be included at additional cost.
 - l. **Digital/TV/Print/OOH/Radio Campaign:**
 - Celebrity to be featured in Brand's ad campaign on selected media platforms only.
 - During the campaign period, Celebrity is free to associate with Brand's competitors.



- Celebrity's attendance at filming/photoshoot session, appearance or social media post can be included at additional cost.
 - m. **Campaign Media Platform:** The media platform where Brand's ads run.
 - **TV:** all TV platforms including free-to-air and paid TV.
 - **Digital:** all digital platforms including website, social media and online media.
 - **Press & Magazine:** all physical and PDF press and magazines.
 - **Out-of-home:** all out-of-home paid platforms including buses, bus stations, MRTs, MRT stations, taxis, building screens, cinemas etc.
 - **Radio:** all radio platforms.
 - **Below-the-line:** all non-paid platforms under the brand including brochures, leaflets, newsletters, EDMs, in-house screens, event back drops and event TV screens.
 - n. **Tour Leading:** Celebrity joins a tour as a guest including one briefing (up to 1 hour) and one static post on Celebrity's social media platforms to promote the tour. Brand provides air tickets, hotel accommodation, F&B, local transport and travel insurance for Celebrity and manager.
 - o. **Editorial/TV & Web Program Interview:** Celebrity mentions Brand's product/service at one-off editorial/TV&Web programme interview.
 - p. **Production:** Celebrity acts/hosts/performs for movie, TV, web or theatre.
7. Brand shall ensure that the venue is secure and safe at all times during the engagement and that the safety of the Celebrity is not compromised.
 8. If required by Agent, Brand agrees to procure and maintain, at Brand's sole cost and expense, an accident insurance policy in the total amount of S\$300,000.00 (Singapore Dollars Three Hundred Thousand Only) per Celebrity in respect of any personal injury and damage to the Celebrity (and his/her personal property) that may arise during the Celebrity's performance of the services.
 9. If required by Agent, Brand agrees to arrange for a car to fetch the Celebrity and accompanying Agent official(s) to and from Celebrity's premises on the engagement date(s).
 10. Brand shall obtain all necessary consents, licences, approvals and authorisations required for the engagement from the relevant authorities.
 11. Brand warrants, represents and undertakes to Agent that it has full power and authority to enter into, perform and comply with these terms and conditions. The obligations and covenants of Brand set out herein will constitute legal, valid and binding obligations of Brand and will be enforceable in accordance with their respective terms.
 12. Brand hereby agrees and undertakes to engage the Celebrity strictly in accordance with these terms and conditions and undertakes not to enter into any private contract with the Celebrity.
 13. Brand shall ensure that at no time shall the Celebrity's appearance, performance or presence be used in any way that may be interpreted as a slur (whether direct or indirect) to any religious, political, racial or other group or as a stand or position of any person, group, entity or organisation.
 14. The engagement shall not create any actual, perceived or potential conflict of interest for Agent and/or Celebrity. Such situations of conflict may include (but shall not be limited by) the organisation or co-organisation of Brand's campaign, event and/or engagement



by persons or companies with such conflicting interests. Agent reserves the right to withdraw the Celebrity and terminate this Agreement at any time in the event of such conflict, whereupon Brand shall remain liable to pay 50% of the Engagement Fee. Brand agrees that Agent shall not be liable to Brand for damages or claims arising therefrom.

15. Agent shall not be responsible nor liable to Brand for any costs, expenses, losses or damages suffered or incurred by Brand as a result of any event beyond the reasonable control of Agent. Such events of force majeure include without limitation, any (a) act of God, (b) illness, injury or physical or mental incapacity of the Celebrity, or (c) termination or expiry of the Celebrity's contract with Agent. In such an event, Agent shall inform Brand and only in respect of (b) and/or (c), Agent shall use its best endeavours, to find replacement(s) for the affected Celebrity for the engagement, or waive/refund to Brand the proportion of the Engagement Fee corresponding to the unutilised services, whereupon Brand agrees that Agent shall not be responsible or liable for any claims, costs, expenses, losses or damages suffered and/or incurred by Brand and shall not make any further claim against Agent.
16. Brand may only use the sound recordings, films or filmlet, photographs, slides and/or any other recording, media or material which were created as a result of the services rendered or otherwise provided by Agent, only for the purpose for which the services were rendered. Any other use will require the prior written approval of Agent and subject to further fees being imposed.
17. Brand acknowledges and agrees that for the promotion and/or publicity of the Celebrity for the purposes of the engagement or otherwise, Brand undertakes to submit any and all photographs and any other forms of recordings (including without limitation audio and visual recordings) to Agent for Agent's prior written approval before use of the same, such approval shall not be unreasonably withheld.
18. Where applicable, Brand shall submit any publicity materials of the engagement featuring/mentioning the Celebrity (which shall not be used after the engagement) to Agent for his/her prior approval at least 7 days before the release of such publicity materials. At all times credit be accorded to the Celebrity as requested by Agent.
19. Brand shall indemnify and keep Agent fully indemnified from all and any loss, claims, damages, expenses and costs (including legal costs on a full indemnity basis) incurred and/or suffered by Agent as a result of Brand's breach of any of these terms and conditions.
20. Brand and Agent agree that these terms and conditions shall be governed by and construed in accordance with Singapore law.



ENGAGEMENT AGREEMENT
(Celebrity & Brand)

THIS AGREEMENT is made on 15-Sep-2020.

BETWEEN:

(1) George Chan (NRIC/Passport No: S8800000A), having his/her residential address at 83 Ang Mo Kio, #14-28, Singapore 544655 ("Celebrity");

AND

(2) XYZ Pte Ltd (Registration No: 199000000Z), a company incorporated under the laws of Singapore and having its registered address at 47 Scotts Road, #33-03, Singapore 228233 ("Brand").

WHEREAS:

- (A) The Brand desires to engage the Celebrity to render the Services on the terms and conditions set out hereunder
- (B) This Agreement comprises the Principal Terms, the Terms and Conditions and all appendices (if any), schedules (if any) and annexures (if any) to this Agreement.

PRINCIPAL TERMS

1. Service

Engagement type	<i>Non-Exclusive Ad Campaign</i>
Campaign title	<i>Merry Christmas</i>
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Number of product/service	<i>1 Product / Service</i>
Product/service name	<i>Handphone</i>
Campaign territory	<i>Singapore</i>
Campaign media platform(s)	<i>Digital</i>



Contract Reference No.: CE20200002

Campaign period	<i>6 months</i>
Number of filming/photoshoot hours	<i>8 hours</i>
Static post on single platform	<i>1</i>
Static post on multiple platforms	<i>1</i>
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George Chan

XYZ Pte Ltd

George Chan

David Tan

NRIC/Passport No: *S8800000A*

Marketing Manager



Terms and Conditions

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 - Includes Celebrity's make-up, hair and wardrobe styling costs and attendance at one filming/photoshoot session (up to 8 hours excluding make-up) and one post on Celebrity's social media platforms.
 - During the campaign period, Celebrity shall not be seen to associate with Brand's competitors.
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- l. **Digital/TV/Print/OOH/Radio Campaign:**
- Celebrity to be featured in Brand's ad campaign on selected media platforms only.
 - During the campaign period, Celebrity is free to associate with Brand's competitors.
 - Celebrity's attendance at filming/photoshoot session, appearance or social media post can be included at additional cost.
- m. **Campaign Media Platform:** The media platform where Brand's ads run.



Contract Reference No.: CE20200002

- **TV:** all TV platforms including free-to-air and paid TV.
 - **Digital:** all digital platforms including website, social media and online media.
 - **Press & Magazine:** all physical and PDF press and magazines.
 - **Out-of-home:** all out-of-home paid platforms including buses, bus stations, MRTs, MRT stations, taxis, building screens, cinemas etc.
 - **Radio:** all radio platforms.
 - **Below-the-line:** all non-paid platforms under the brand including brochures, leaflets, newsletters, EDMs, in-house screens, event back drops and event TV screens.
- n. **Tour Leading:** Celebrity joins a tour as a guest including one briefing (up to 1 hour) and one static post on Celebrity's social media platforms to promote the tour. Brand provides air tickets, hotel accommodation, F&B, local transport and travel insurance for Celebrity and manager.
 - o. **Editorial/TV & Web Program Interview:** Celebrity mentions Brand's product/service at one-off editorial/TV&Web programme interview.
 - p. **Production:** Celebrity acts/hosts/performs for movie, TV, web or theatre.
7. Brand shall ensure that the venue is secure and safe at all times during the engagement and that the safety of the Celebrity is not compromised.
 8. If required by Celebrity, Brand agrees to procure and maintain, at Brand's sole cost and expense, an accident insurance policy in the total amount of S\$300,000.00 (Singapore Dollars Three Hundred Thousand Only) in respect of any personal injury and damage to the Celebrity (and his/her personal property) that may arise during the Celebrity's performance of the services.
 9. If required by Celebrity, Brand agrees to arrange for a car to fetch the Celebrity and accompanying Celebrity official(s) to and from Celebrity's premises on the engagement date(s).
 10. Brand shall obtain all necessary consents, licences, approvals and authorisations required for the engagement from the relevant authorities.
 11. Brand warrants, represents and undertakes to Celebrity that it has full power and authority to enter into, perform and comply with these terms and conditions. The obligations and covenants of Brand set out herein will constitute legal, valid and binding obligations of Brand and will be enforceable in accordance with their respective terms.
 12. Brand shall ensure that at no time shall the Celebrity's appearance, performance or presence be used in any way that may be interpreted as a slur (whether direct or indirect) to any religious, political, racial or other group or as a stand or position of any person, group, entity or organisation.
 13. The engagement shall not create any actual, perceived or potential conflict of interest for Celebrity. Such situations of conflict may include (but shall not be limited by) the organisation or co-organisation of Brand's campaign, event and/or engagement by persons or companies with such conflicting interests. Celebrity reserves the right to terminate this Agreement at any time in the event of such conflict, whereupon Brand shall remain liable to pay 50% of the Engagement Fee. Brand agrees that Celebrity shall not be liable to Brand for damages or claims arising therefrom.
 14. Celebrity shall not be responsible nor liable to Brand for any costs, expenses, losses or damages suffered or incurred by Brand as a result of any event beyond the reasonable



Contract Reference No.: CE20200002

control of Celebrity. Such events of force majeure include without limitation, any (a) act of God, (b) illness, injury or physical or mental incapacity of the Celebrity. In such an event, Celebrity shall inform Brand and waive/refund to Brand the proportion of the Engagement Fee corresponding to the unutilised services, whereupon Brand agrees that Celebrity shall not be responsible or liable for any claims, costs, expenses, losses or damages suffered and/or incurred by Brand and shall not make any further claim against Celebrity.

15. Brand may only use the sound recordings, films or filmlet, photographs, slides and/or any other recording, media or material which were created as a result of the services rendered or otherwise provided by Celebrity, only for the purpose for which the services were rendered. Any other use will require the prior written approval of Celebrity and subject to further fees being imposed.
16. Brand acknowledges and agrees that for the promotion and/or publicity of the Celebrity for the purposes of the engagement or otherwise, Brand undertakes to submit any and all photographs and any other forms of recordings (including without limitation audio and visual recordings) to Celebrity for prior written approval before use of the same, such approval shall not be unreasonably withheld.
17. Where applicable, Brand shall submit any publicity materials of the engagement featuring/mentioning the Celebrity(which shall not be used after the engagement) to Celebrity for his/her prior approval at least 7 days before the release of such publicity materials. At all times credit be accorded to the Celebrity as requested by Celebrity.
18. Brand shall indemnify and keep Celebrity fully indemnified from all and any loss, claims, damages, expenses and costs (including legal costs on a full indemnity basis) incurred and/or suffered by Celebrity as a result of Brand's breach of any of these terms and conditions.
19. Brand and Celebrity agree that these terms and conditions shall be governed by and construed in accordance with Singapore law.