

BRAND COLLABORATION SERVICE AGREEMENT

Percentage-Based

This Referral Agreement ('Agreement') is made, entered into, and effective as of _____ (the "Effective Date") by and between _____ "Business" (aka service provider, and referred to herein as "service provider", and Equinox Holdings, LLC (aka Brand-Collaboration.com, and referred to herein as "Brand Collaboration"). service provider and Brand Collaboration are each a "Party" and are collectively referred to as the "Parties" to this Agreement.

RECITALS

Brand-Collaboration.com, and its cutting-edge technology platforms developed by Equinox Holdings, LLC include Rate-My-Doc, Bizztopia, HouzzWise, Reprosify, Agento, Brokerly, KiddoTurf, WeddingHub, MuzzBizz, TruSecur. These platforms collectively serve as a collaborative and transparent hub for service providers, consumers, and businesses involved in transactions related to the hiring/purchasing of services. Through our Professional Referral Program, consumers and businesses seeking services are connected with service providers with whom we have a Referral Agreement.

By entering into this Agreement, Brand Collaboration commits to providing access to the Program, while the service provider agrees to participate actively. Additionally, Brand Collaboration grants service providers and affiliated Employees a license to utilize our technology platform, the "Platform," under the specified Terms of Use available at <https://Brand-Collaboration.com>. As part of this cooperative effort, the service provider acknowledges joint responsibility for any associated fees. Any potential customer who contacts due to Brand Collaboration as showcause via call, email, or text shall be deemed a Referral.

TERMS AND CONDITIONS

1. **service provider's Responsibilities.** Upon enrollment in the Program, service provider agrees to:
 - a) Profile Completion and Listing Requirements. The service provider agrees to create and complete their profile on the Brand Collaborations selective platform, listing all their services and products with detailed pricing and descriptions. This information will be included in our directory. Failure to complete the listing will result in no search engine ranking and no referrals from Brand Collaborations platforms.
 - b) Review and Rating Requirements. The service provider must have at least five (5) reviews on their profile and collect a minimum of one (1) new review every quarter. Additionally, the service provider must maintain satisfactory ratings to ensure continued visibility and referral opportunities on the Brand

Collaboration platform. Failure to meet these review and rating requirements may adversely affect the service provider's presence and referrals from Brand Collaboration.

- c) Service Provision: The service provider and its employees will facilitate the provision of services to all referrals in accordance with the terms outlined in the acknowledgment. This includes compliance with all relevant federal, state, and local laws, adherence to industry standards of practice and code of ethics, and adherence to any applicable bylaws, rules, and regulations of relevant associations or agencies.
- d) Referral Status Reporting: The service provider and its employees commit to providing accurate and timely updates on the status of all referrals, following the guidelines outlined in the Acknowledgement, and upon request by Brand Collaboration.

2. Referral Management. As a participant in the program, the service provider and its employees may gain access to specific referrals under the following conditions and agreements:

- a) No obligations or guarantees. Brand Collaboration is not obligated to provide referrals and cannot make any guarantees regarding the number of referrals, the quality of referrals, or the frequency of referrals that the service provider and its employees may receive.
- b) Satisfaction. service providers and Employees acknowledge and agree that the satisfaction of referrals and their use of the platform is an integral part of the success of the program. As such, it is important that the service provider and its employees utilize the platform, and keep Brand Collaboration informed about the current status of all referrals, and quickly investigate any cause of referral dissatisfaction. If a referral determines that the service provider and/or its employees are unable to provide satisfactory service, then the service provider and/or employees shall notify Brand Collaboration immediately. Brand Collaboration may ask the service provider and/or employees to stop working with the referral or request other reasonable actions on the part of the service provider and/or employees to ensure referral satisfaction, to which the service provider and employee hereby agree to comply with such requests.
- c) Use of the Platform. service provider and/or Employee shall utilize Brand Collaboration's Platform to facilitate transactions for all referrals and agrees to respond to all reasonable requests from Brand Collaboration representatives. doing so helps Brand Collaboration track platform usage and referral satisfaction. Upon closing a referral, the service provider agrees to upload the final invoice, and receipt to the platform no later than five (5) days following payment acceptance from the referral. Brand Collaboration has the right to require how reports and documents are provided through its platform.
- d) Exclusivity; Non-exclusivity. service provider understands that referrals may, or may not, be exclusive to the service provider. Exclusivity will depend on factors such as service provider customer satisfaction ratio, experience in a market, competition in the geographic area, and various other measures to ensure a referral is responded to as quickly as possible and secured as a client of a service provider in the Program.

3. Referral Acceptance. When a referral contacts the service provider directly via call, email, or text or through Brand Collaboration platforms as showcause that contact shall be deemed a referral, the service provider will be allowed to accept or deny the referral according to the following understandings and agreements:

- a) Employee Authority. The service provider acknowledges that its employees have the authority to accept a referral on the service provider's behalf.
- b) Acceptance. All Referrals delivered to service providers and employees shall be considered accepted Referrals upon delivery ("Referral Acceptance") unless one of the following applies:
 - I. Denial. The service provider has the right to deny a referral by providing written notice to Brand Collaboration within twenty-four (24) hours of referral acceptance. Denying a referral does not relieve the service provider's obligations in the Compensation section of this agreement should the service provider end up representing the referral in the following twenty-four (24) months (the "Referral Coverage Period").
 - II. Existing Customer or Client. If service provider or employee delivers documented proof within twenty-four (24) hours of Referral Acceptance that the referral was currently engaged with the service provider at the time of Referral Acceptance, or has been in communication with the service provider on their own effort within fifteen (15) days prior to Referral Acceptance, then service provider shall be relieved of its obligations in the Compensation section of this Agreement.

4. Compensation. As a participant in the Program, the service provider agree to referral(s) fee as follows:

- a) Percentage-Based Referral Fee with Minimums
 - I. 5% Referral Fee. The service provider agrees to a one-time setup fee of \$99, payable at the time of signing this Agreement. In addition to the setup fee, the service provider will pay Brand Collaboration a referral fee of **5%** on each successful client booking that results from a referral through Brand Collaboration's platform. The referral fee will be calculated based on the total amount invoiced to the client for services provided by the service provider.
 - II. Gross Earnings. Referral fee calculations are based on the total amount received from the referral by the service provider.
 - III. Minimum Referral Fee. If the Referral Fees for any transaction amount to less than \$25, the service provider agrees that the referral fees shall be adjusted to a minimum of \$25 per referral.
- b) Refunds: All fees paid to Equinox Holdings, LLC/Brand Collaboration under this Agreement are non-refundable, except as may be required by law.
- c) Late Payments: Any payment not made within the specified terms may result in suspension or termination of the service provider's listing on Brand Collaboration's

platform. Brand Collaboration reserves the right to charge interest on overdue amounts at the rate of 1.5% per month or the maximum rate allowed by law, whichever is lower.

- b) No Impact by Third Parties. The Referral Fees owed to Brand Collaboration are not impacted, reduced, or waived due to any other referral, fee, commission, or other payment that the service provider or employee may owe to any other third party based on the transaction.
- c) Payment and Disputes. Payment and Disputes. The service provider agrees to pay all Referral Fees within thirty (30) days of transaction closing via Credit Card, ACH, wire transfer, or mail. If the service provider has a reasonable basis to delay or dispute any part of the referral fee or the signup fee, they must notify Brand Collaboration in writing within three (3) calendar days from the closing/signup date. Failure to notify Brand Collaboration in writing within this period will result in the service provider waiving all rights to dispute. While Brand Collaboration may delay billing, any such delay does not waive Brand Collaboration's right to payment.
- d) Compensation is still due if there is a transfer. Should the service provider or employee transfer the referral to another service provider or employee, and should that other service provider or employee enter into any transaction with the referral during the Referral Coverage Period, the service provider shall pay Brand Collaboration the respective referral fee as if the service provider and/or its employee had directly participated in the transaction.
- e) Chargeback: All chargebacks are thoroughly investigated and reported to the service provider, the state SCC, and/or the licensing authority, and may result in fines and/or other legal actions against the service provider. False claims of fraud can also negatively impact your credit rating. The service provider must report all disputes within three (3) calendar days. If the service provider disputes a chargeback with their credit card issuer without notifying Brand Collaboration, they waive all rights to dispute and must pay Brand Collaboration an "Administrative Fee" of \$150, along with attorney fees and any additional collection costs/charges.
- f) Credit Card Friendly Fraud. In the event of credit card-friendly fraud, where the service provider falsely claims a legitimate transaction as fraudulent. The service provider acknowledges that such fraudulent claims can harm both parties and agrees to cooperate fully in resolving any disputes. Any false claims will be subject to an "Administrative Fee" of \$150, in addition to attorney fees and any additional collection costs/charges incurred by Brand Collaboration. Repeated instances of friendly fraud may result in the termination of the service provider's account and other legal consequences.
- g) Collections. In any dispute involving monies owed to Brand Collaboration, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 24% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company, whether or not a lawsuit is commenced as part of the collection process.

5. Term and Termination.

- a) Term and Termination. This Agreement shall become effective on the Effective Date and will remain in effect for one (1) year, automatically renewing for successive one-year periods unless terminated by either party as outlined in this section. Brand

Collaboration or the service provider may terminate this Agreement, with or without cause, at any time upon providing thirty (30) days prior written or emailed notice to the other party. To process the cancellation, the service provider must complete the cancellation form in its entirety and submit it to Brand Collaboration, reconfirming the cancellation with a cancellation confirmation number.

- b) Effect of Termination. Termination of this Agreement by either party shall have no impact on any compensation, credits or discounts, or other amounts owing or payable, or that are later earned as a result of a Referral Acceptance by the service provider which occurred prior to the termination of this Agreement.
- c) Membership Fee. service provider understands and agrees to a one-time membership activation fee of \$99 which is charged at the time of signup and it is a non-refundable fee. By canceling this Agreement, the service provider understands and agrees that the signup fee will not be refunded, nor can the service provider deduct the signup fee as specified in Section 4, Paragraph C of this Agreement.
- d) Changes to Terms of Use. Brand Collaboration may periodically update its Terms and Conditions, and it is the responsibility of the service provider to review these changes on the Brand Collaboration website. The service provider has seven (7) days to notify Brand Collaboration if they do not agree with any changes to the Terms and Conditions. Any changes will be considered accepted by the service provider and their employees unless Brand Collaboration is notified in writing within seven (7) days from the date of the update.

You are encouraged to periodically review the Terms and Conditions to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Terms and Conditions by your continued use of the Brand Collaborations platform website after the date such revised policy is posted.

6. Confidentially.

- a) Confidentiality. service provider agrees it will not use for its own purposes, will remain in the strictest confidence, and will not disclose to any third party unless by a subpoena or court order, all information and data (i) belonging to or relating to the business of Brand Collaboration (including, without limitation, the terms of this Agreement), or (ii) disclosed or communicated to it by Brand Collaboration in connection with the terms and provisions of this Agreement (including, without limitation, all referral information). In the event service provider breaches any parts of this agreement they shall not disparage, discredit, or disgrace Brand Collaboration, its directors, officers, employees, and affiliated corporations of Brand Collaboration in front of or to any person, company, or form whether in person or elsewhere virtual/online. All parties agree that Brand Collaboration could suffer irreparable harm and that the amount of monetary damages may be impossible to calculate. Thus, Brand Collaboration will be entitled to injunctive relief in addition to any other rights to which Brand Collaboration may be entitled, without the necessity of proof of actual damages.

7. No Warranties. Indemnification. Limitation Of Liability. Insurance.

- a) No warranties. All Referrals are made and Referrals are accepted by the service provider or service provider's Employees on an "AS IS" basis without warranty of any kind.

- b) Indemnification. The service provider and Brand Collaboration agree to indemnify and hold the other Party harmless from and against any all claims, losses (financial or otherwise), damages, liabilities, costs, fees, increased taxes, or expenses (including, without limitation, court costs and reasonable attorneys' fees) which may be incurred or which may be claimed by any person as a result of acts or omissions of the indemnifying Party, its directors, officers, employees, or employees relating to the exercise of, or the failure to exercise, the indemnifying party's obligations under this agreement.
- c) Limitation of Liability. The liability, if any, of Brand Collaboration under this Agreement for any claims, costs, damage, losses, and expenses for which it is or may be legally liable, whether arising in negligence or other torts, contract or otherwise, will not exceed in the aggregate the greater of (i) the amount of the referral fees paid to Brand Collaboration by service provider during the preceding twelve (12) month period, measured from the date the liability accrues, or (b) \$1,000. In no event will the service provider or Brand Collaboration or its respective employees, servants, representatives, or employees be liable for indirect, special, consequential, punitive, or exemplary damages.
- d) Insurance. The service provider agrees to maintain, at its own expense, commercial general liability and errors and omissions insurance throughout the term of this Agreement. The coverage limits for these insurance policies shall meet or exceed common practice standards in the service provider's operating jurisdiction, and in no case shall the limits be below the minimum legal or regulatory requirements. These insurance policies must cover all activities performed by the service provider and its employees in order to receive referrals under this agreement.

8. Miscellaneous.

- a) No Assignment. This Agreement is personal to the service provider and may not be transferred, assigned, or delegated without the prior written consent of Brand Collaboration.
- b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, except that Brand Collaboration may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets without such consent.
- c) Notices. All communications under this agreement will be in writing and will be delivered via email, in person, or by mail courier, return receipt requested to the addresses associated with each party's designee identified in the signature block at the end of this agreement. The parties may designate different persons or addresses to which subsequent communications will be sent by sending a notice of such designations in accordance with this section.
- d) Entire Agreement; Severability; Construction. This Agreement and any exhibits or addenda hereto, including, without limitation, the Referral Acceptance and all acknowledgments signed by the service provider, set forth the entire agreement and understandings of the parties relating to its subject matter, and all other understandings, written or oral, are superseded. Except as otherwise provided in this agreement, this agreement may not be amended except in writing and executed by all parties. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the invalidity of the provision will not affect any of the remaining

provisions, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision is not contained in the Agreement. No rule of strict construction shall be applied against either Party by virtue of that Party's having drafted or recommended language.

- e) Dispute Resolution. Any dispute or claim between the Parties arising out of, or in connection with, this Agreement will be subject to final, mandatory, and binding arbitration to be held in accordance with the relevant rules of the American Arbitration Association ("AAA"). Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction over the award and against the Party against whom enforcement is sought or that Party's assets. The procedures and laws applicable during the arbitration will be both the AAA rules and the internal substantive laws of Virginia. In such arbitration, the award or decision will be rendered by an arbitrator appointed by the mutual consent of the Parties. The arbitrators will be persons who are not employees, Employees, or former employees, or Employees of either party.
- f) Waiver of Right To Be A Plaintiff &/or Class Member In A Class Action. To the fullest extent permitted by applicable law, You and Brand Collaboration agree to bring any Dispute in arbitration on an individual basis only, and not as a class or collective action. There will be no right or authority for any Dispute to be brought, heard, or arbitrated as a class or collective action ("Class Action Waiver"). Regardless of anything else in this Arbitration Agreement and/or the applicable AAA Rules or AAA Consumer Rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator.
- g) Attorney's Fees. In any action to interpret or enforce this agreement shall entitle Brand Collaboration to recover any costs and expenses, including reasonable attorney's fees it may have incurred from the service provider.
- h) No partnership or agency. Parties acknowledge the terms "partner", "partners", "partner Employee" or "partner Employees" may be used by the service provider and Brand Collaboration in marketing material and elsewhere online, but it shall not be constructed as creating or constituting a true and actual partnership. Parties agreed that nothing contained in this agreement or elsewhere shall be construed as creating or constituting a partnership, joint venture, or agency between the parties to this agreement. Rather, the parties shall be deemed independent contractors with respect to each other for all purposes.
- i) Force Majeure. Neither Party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond its control and without the fault or negligence of such party. The foregoing shall not excuse any failure or delay in marketing any payment required by this Agreement.
- j) Waiver of rights. No failure or delay on the part of either party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right precede any further exercise of that right. All rights and remedies provided or afforded by the applicable local, state, and federal laws and regulations shall be cumulative and not be exclusive of any other state or remedies.
- k) Governing Law. This Agreement will be deemed to be a contract made under the laws of Virginia and will be constructed in accordance with Virginia law.

- l) Survival. All agreements that by their context are intended to survive the termination of this Agreement will survive the termination of this Agreement. The Parties agree that all provisions of section 5 will survive termination of this Agreement.
- m) Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original and all of which together shall constitute one single instrument. The Parties acknowledge that the delivery of executed counterparts of this Agreement may be effected by facsimile transmission or other comparable means with an original document delivered promptly thereafter.
- n) Authorization to Sign. I hereby certify that I am the owner or an authorized agent of the service provider named above. I have received full authorization from an officer, managing member, designated representative, or principal of the service provider to sign this Agreement and any other related agreements on behalf of the service provider.

IN WITNESS WHEREOF, THE Parties hereto have executed this Agreement effective as of the date first above written.

Brand Collaboration

Service Provider

By: *Usman Sayed*

By:

Name: Usman Sayed

Name: _____

Title: Co-Founder

Title: _____

Email: Support@Brand-Collaboration.com

Email: _____

Date: _____

Date: _____

EXHIBIT A

I, _____, as a service provider, acknowledge receipt of the Brand Collaboration Service Agreement signed by Brand Collaboration and service provider, and further acknowledge that I have read and understand the Agreement and agree to be bound by the terms thereof. I agree to maintain the following service level standards while working with Brand Collaboration and Referrals:

1. While Working with Referrals I Will:

- a) Honor the fees, rates, and services identified by the leads I have submitted on Brand Collaboration's platform.
- b) Respond as quickly as possible to referrals via email, phone, or text, and within Brand Collaboration's Platform.
- c) Set clear expectations of my availability; and if I'm unavailable for any period lasting longer than one business day, I will notify referrals and Brand Collaboration.
- d) Notify Brand Collaboration immediately if the referral would like to work with a different vendor.
- e) Attempt to secure the referral as a customer as soon as possible
- f) Use and embrace the Brand Collaboration Platforms.

2. While Communicating and Collaborating with Brand Collaboration I Will:

- a) I agree to Brand Collaboration terms of Communication Policy.
- b) Respond as quickly as possible to representatives via email, phone, or text, and from within Brand Collaboration's Platform.
- c) Provide Brand Collaboration with updates regularly until I've secured a referral as a client.
- d) Notify Brand Collaboration if I have determined that a referral has decided not to use my services, or have reason to believe the referral may use another business's services.
- e) Be honest and transparent about my interactions with referrals.

3. While Using the Brand Collaboration Platform I Will:

- a) Provide feedback and suggestions to Brand Collaboration representatives about the platforms.
- b) Honestly and candidly complete surveys about my, and referrals', experiences and opinions about the platform.

- c) Enter all transactions, referrals, and the designated Brand Collaboration Concierge representative in the platform.
- d) Cooperate with my assigned Brand Collaboration Concierge to ensure the platform is always up-to-date.

4. I Understand I Will Not Receive Referrals if I

- a) Do not create and complete my profile on the Brand Collaborations platform, listing all my services and products with detailed descriptions.
- b) Failed to maintain positive reviews on my profile.
- c) Charge referrals additional fees or charges that are not disclosed to Brand Collaboration, resulting in Brand Collaboration not receiving its portion of the referral fee.
- d) Do not notify Brand Collaboration of any change to my license status (For licensed professionals only).
- e) Violate or fail to fulfill the requirements of this Acknowledgement or the Agreement of which it is a part.

Service Provider

By: _____

Name: _____

License #: _____ (If Applicable)