



Referrer Influencer & Affiliate Programme (“RIA”) Agreement

THIS AGREEMENT is dated on the date the Relevant Project Order is signed.

Parties	
Surman Brands, a trading name and agent for brands belonging to Tlam Group (TGL) and TGL Affiliate Companies including SH Retail Investments which operates The Nook Cheltenham (“Us”, “Our”, “We”)	Party 2 – the RIA Participant (“RIA Participant”, “You”) The person or company onboarding via the RIA registration form at https://surmanbrands.co
Related Agreements and Policies	
Framework Purchasing Agreement Framework Licensing Terms IP Licensing Grant From (if applicable)	

AGREED TERMS

1. INTERPRETATION

The rules of interpretation apply in this Agreement (unless the context requires otherwise).

- 1.1 The definitions applicable to this Agreement are contained in Clause 1 “Interpretations and Definitions” in the Framework Purchasing Agreement.
- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 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.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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- 1.6 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.7 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(B) and (C), as a member of another company even if its shares in that other company are registered in the name of (A) another person (or its nominee), whether by way of security or in connection with the taking of security, or (B) as a nominee.

2. TERM OF ENGAGEMENT

- 2.1 By participating in Our RIA program, the RIA participant ("You") agree to these terms and conditions. This agreement governs the provision of marketing and selling Our Promotions and Key Offerings and the compensation We provide to You in exchange for promotional content, referrals, and distribution partnerships.
- 2.2 Under this Agreement, any reference to Services refers to the Services as defined under the Framework Purchasing Agreement, any reference to Promotions and Key Offerings refers to the businesses and Business Opportunities of the Surman Brand companies as defined under the Framework Purchasing Agreement.

These agreements are available at <https://www.surmanbrands.co/contracts-and-policies/>

3. CONFLICT

- 3.1 If there is an inconsistency between any of the provisions of this agreement and the provisions of the Framework Purchasing Agreement and the provisions of the Framework Licensing Agreement shall prevail over this agreement.
- 3.2 If there is an inconsistency between of the Framework Purchasing Agreement with the provisions of Framework Licensing Agreement, the provisions of the Framework Purchasing Agreement shall prevail over the provisions of Framework Licensing Agreement.

4. DUTIES AND OBLIGATIONS

During the Engagement You shall:

- 4.1 Comply with Our mandatory policies and specifically Our Anti Bribery Policy available at <https://www.surmanbrands.co/contracts-and-policies/>

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- 4.2 Comply and follow the relevant Brand Guidelines available at <https://www.surmanbrands.co/brand-guidelines/>
- 4.3 When creating content for social media, or other media platforms You must ensure:
- (a) All promotional content must comply with the Advertising Standards Authority (ASA) guidelines:
 - (i) Clearly disclose any commercial relationship using #ad, #sponsored, #gifted, or equivalent disclosure
 - (ii) Disclosures must be prominent, upfront, and unambiguous
 - (iii) Content must not be misleading or make unsubstantiated claims
 - (iv) All claims about products must be truthful and substantiated
 - (b) Ensure you comply with any platform specific requirements.
 - (c) You deliver content as specified in any campaign briefs and meet agreed deadlines and posting schedules.
 - (d) You provide performance metrics when requested.
 - (e) Respond to queries within 48 hours during Business Days
 - (f) Ensure all content created:
 - (i) align with brand values and guidelines
 - (ii) is not offensive, discriminatory, or illegal
 - (iii) is modified or removed from any media or social media platform owned by You or by persons or businesses You have transferred content to is modified or removed at our request at any time.
- 4.4 When referring a Business Opportunity to Us, you will use all reasonable endeavours to make Introductions and ensure:
- (a) all Introductions are made in accordance with applicable laws and regulations.
 - (b) Disclose to each Prospective Client that it represents the Supplier and that it will receive a commission from the Us for successful Introductions.
 - (c) Use all available marketing and promotional materials supplied by Us we deem reasonably necessary to enable You to fulfil your obligations under this agreement.
 - (d) Comply with all Our reasonable and lawful instruction relating to Your obligations under this Agreement.
 - (e) Not make any representations regarding Us without prior written consent

- 4.5 When referring a Business Opportunity to Us through publishing offers via tracked affiliate marketing links, you will use all reasonable endeavours to ensure:
- (a) You follow the same obligations in 4.1, 4.2, 4.3 and 4.4 where those duties are delivered algorithmically, pragmatically, automatically or via Prospective Client or user interaction with a software platform, website, media or social media platform.
 - (b) Implement, maintain and update security and privacy measures, technical and administrative that comply with applicable laws and regulations including the UK-GDPR, the Copyright Designs and Patents Act 1988 and the Computer Misuse Act 1990.
- 4.6 If any campaign, We co-ordinate involves attending an event or press conference you must ensure that:
- (a) You are always professional in your conduct before during and after an event or press conference is open.
 - (b) You do not abuse or misuse any credentials or passes.
 - (c) You do not transfer press passes or event access passes or tickets to others without our prior written consent not reasonably withheld.
 - (d) You do not engage in controversial or harmful activities that could damage brand association, Brand Equity.

5. COMPENSATION

- 5.1 Where We compensate You by providing goods or services in kind or gifts:
- (a) All gifted products remain the property of Influencer after delivery.
 - (b) There is no obligation to return products unless specifically agreed.
 - (c) Products are provided "as is" without warranty.
 - (d) Value of gifted items may constitute taxable benefit - Influencer responsible for tax obligations.
- 5.2 Where We compensate You with a fee:
- (a) Payment terms will be specified via a Project Order or our PAC Rewards Scheme
 - (b) Invoices must include VAT where applicable
 - (c) Payment terms are specified in either a Project Order Form, separate agreement or our PAC Rewards Scheme.

6. INTELLECTUAL PROPERTY

- 6.1 As set out in our Framework Licensing Agreement Content Ownership, any content you create during this engagement is owned by You.
- 6.2 Any Background IPR that belongs to us and is required to create content, Works or to make Introductions is licensed to you on a non-exclusive, royalty-free basis.
- 6.3 You will grant us an exclusive, world-wide and royalty license to reshare, update your content, repost, and use across Company's marketing channels as we deem necessary and advantageous for the development and growth of our Promotions and Key Offerings.
- 6.4 Any variations to clauses 6.1 to 6.3 will be set out in a License Grant Form as set out and in accordance with, the Framework Licensing Agreement.

7. CONFIDENTIAL INFORMATION

- 7.1 All arrangements and procedures applicable to Confidential Information obligations under this Agreement are defined in the Framework Purchasing Agreement.

8. DATA PROTECTION

- 8.1 All arrangements and procedures applicable to Data Protection responsibilities under this Agreement are defined in the Framework Purchasing Agreement.
- 8.2 You must not collect audience data on Company's behalf without our consent and specific instruction.
- 8.3 In the event we engage in any data sharing activity, You will engage with us under a Data Processing Agreement and if this not in place, any data sharing must comply with our Framework Purchasing Agreement and UK, US and EU privacy laws.
- 8.4 You remain responsible for your own privacy policy and data practices

9. TERMINATION

- 9.1 Notwithstanding the provisions of clause 2, the We may terminate the engagement with immediate effect with no liability to make any further compensation to You (other than in respect of amounts accrued before the Termination Date) if at any time the You:

- (a) commits any gross misconduct affecting the Our Promotions and Key Offerings and our business more widely;
- (b) commit any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions;
- (c) are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (d) are declared bankrupt or makes any arrangement with or for the benefit of the your creditors or has a county court administration order made against You under the County Court Act 1984;
- (e) commit any fraud or dishonesty or acts in any manner which in Our opinion brings or is likely to bring You or Us into disrepute or is materially adverse to Our interests;
- (f) commit any breach of the Our policies and procedures; or
- (g) commit any offence under the Bribery Act 2010.

This Clause is to be referred to in conjunction with clause 8 of the Framework Purchasing Agreement.

- 9.2 Our rights under clause 9.1 are without prejudice to any other rights that it might have at law to terminate the engagement or to accept any breach of this Agreement on Your part as having brought the agreement to an end. Any delay by Us in exercising its rights to terminate shall not constitute a waiver of these rights.

10. OBLIGATIONS ON TERMINATION

10.1 On the Termination Date the Independent Contractor shall:

- (a) immediately deliver to the Client all Client Property and original Confidential Information in possession or under the Independent Contractor's control;
- (b) subject to the Client's data retention guidelines, irretrievably delete on that the Independent Contractor will indemnify the company against all claims other than those arising out of the company's negligence or wilful default. any information relating to the Business of the Client or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in possession or under Independent Contractor's control outside the premises of the Client. This obligation includes requiring any Substitute to delete such data where applicable. For the avoidance of doubt, the contact details of business contacts made during the Engagement

are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and

- (c) provide a signed statement that the Independent Contractor has complied fully with its obligations under this clause 13, together with such evidence of compliance as the Client may reasonably request.
- (d) The Contractor shall warrant that they are compliant with the terms of the Framework Purchasing Agreement and any other Related Agreements such as the Project Order as appropriate.

10.2 Termination or expiry of this agreement shall not affect the rights, remedies, obligations or liabilities of the parties in respect of any breach of the agreement which existed at or before the date of termination or expiry.

11. LIMITATION OF LIABILITY

11.1 The provisions of the Framework Purchasing Agreement govern the limitation of liability.

11.2 No warranties are provided by Us in the course of this engagement and each parties total liability to each other shall be limited to the value of the compensation provided in clause 5.

11.3 You will indemnify Us against claims arising from your content

12. MISCELLANEOUS

12.1 The following provisions in the Framework Purchasing shall apply (mutatis mutandis) to the Independent Contractor Agreement: Entire agreement, Third party rights, Severance, Assignment and other dealings, Variation, Waiver, No partnership or agency, Notices, Counterparts, Governing law and Jurisdiction.