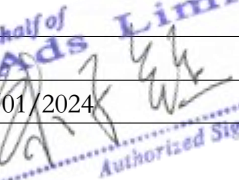
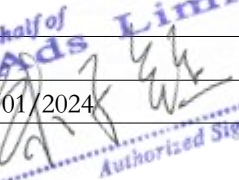
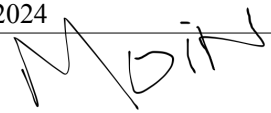


# BLITZADS

Insertion Order		NO.202403225412
Identification of the Parties		
ADVERTISER	Company Name	BLITZADS LIMITED
	Marketing contact	Eric Zhu
	Email	Eric.Zhu@blitzadsgroup.com
	Phone	
	Billing contact	Eric Zhu
	Email	Eric.Zhu@blitzadsgroup.com
	Phone	
	Register Address	FLAT/RMA 12/F ZJ 300, 300 LOCKHART ROAD, WAN CHAI, HK
	Mailing Address	FLAT/RMA 12/F ZJ 300, 300 LOCKHART ROAD, WAN CHAI, HK
AFFILIATE	Company Name	Techkloud
	Marketing contact	MOIN UD DIN SHAFI
	Email	moin@techkloud.biz
	Phone	+923224622882
	Billing contact	MOIN UD DIN SHAFI
	Email	moin@techkloud.biz
	Phone	+923224622882
	Register Address	313 B Commercial First Floor Central Park Lahore
	Mailing Address	
Offer Name:	FREDS LAWN ( <a href="https://www.fredslawncarenj.com/">https://www.fredslawncarenj.com/</a> )	
Offer ID:	32981	
Bank details (Affiliate)	Beneficiary name	
	Bank name	
	Bank Code	
	Bank Address	
	Account number	
	Swift Code	
	PayPal	
Details		
Effective Date	From 01/01/2024 to 12/31/2025	
Offer Details	Confirm by Cake system	
Terms & Conditions		
This IO shall be governed by the Blitzads Affiliate Standard Terms and Conditions (located at <a href="https://affiliates.blitzadsgroup.com/newrep.aspx">https://affiliates.blitzadsgroup.com/newrep.aspx</a> ), as amended below:  None.		

# BLITZADS

Approval	
ADVERTISER: BLITZADS LIMITED	AFFILIATE: TECHKLOUD
Name: Eric Zhu	Name: MOIN UD DIN SHAFI
Title: 	Title: CEO
Date: 01/01/2024	Date: 01/01/2024
Signature: 	Signature: 

*For on behalf of BlitzAds Limited*  
*Authorized Signature(s)*

## Blitzads Affiliate Standard Terms and Conditions

This terms and conditions and any Insertion Order, whether physically attached hereto or incorporated by reference) (collectively, the “Agreement”) constitutes the entire and exclusive agreement between BLITZADS LIMITED (hereinafter, the “Blitzads”) and you or your company (hereinafter “Affiliate” or “You”). You and Blitzads may also be individually referred to herein as “Party” and collectively as “Parties.”

### 1. Formation of the contract

1.1 The Agreement sets out the terms and conditions on which the Affiliate will provide Services to Blitzads. Blitzads appoints the Affiliate to carry out the Services on behalf of itself and Blitzads.

1.2 ANY OTHER TERMS, CONDITIONS, PERFORMANCE CRITERIA, GUARANTEES OR PRIOR REPRESENTATIONS, WARRANTIES WHATSOEVER (WHETHER WRITTEN OR ORAL), IRRESPECTIVE OF THE TIMING, SHALL BE OF NO EFFECT UNLESS EXPRESSLY INCORPORATED HEREIN. YOU HEREBY AGREE THAT YOU HAVE READ AND UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1.3 Any modification to the Agreement shall have no effect unless expressly agreed

# BLITZADS

in Insertion Order in writing and signed by an authorized representative of the Blitzads and Affiliate.

1.4 The Agreement shall: (a) prevail over and take the place of any other items or conditions stipulated, incorporated, referred to or contained in any document or communication from the Affiliate in the course of negotiations (except Insertion Order signed by both party); and (b) apply to the exclusion of any other terms or conditions on which any quotation has been given to Blitzads or any similar provision in the Affiliates terms and conditions shall be of no effect.

## 2. Definitions

- **Advertiser:** means the advertiser for which Blitzads is the agent under an applicable IO.
- **Product:** means the application or online service platform (website, etc.) wholly-owned by Blitzads, or Advertiser's application or online service platform (website, etc.) which is licensed to Blitzads.
- **Campaign (Service) :** the activities carried out by Affiliate for Blitzads on the basis of this Agreement, which mainly consist on placing and promoting the banner and landing pages of Product provided to it by Blitzads, but may also include other activities aimed at promoting the Product as well as any required web marketing consultancy services;
- **Materials:** includes particularly but without limitation logos, pictures, texts, video, banners, landing pages, artwork, copy, or active URLs and creatives of campaign.
- **IO (Insertion Order):** mean document to clarify and describe the business details by and between parties to be issued by Blitzads to the Affiliate from time to time. This Agreement may be accompanied with several IOs and each such IO shall form part of this Agreement.
- **Promotional Service Platform:** means Affiliate's manner of delivering mobile applications and services to Clients, including but not limited to website, wapsite, appstore, ads network, in-app cross sell services, etc.

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- **CPA:** Means Deliverables sold on a cost per acquisition / action basis.
- **CPB:** means Deliverables sold on a cost per billable acquisition / action basis.
- **CPS:** means Deliverables sold on a cost per sale basis.
- **CPL:** means Deliverables sold on a cost per lead basis.
- **CPI:** means Deliverables sold on a cost per install basis.
- **CPD:** means Deliverables sold on a cost per download basis.
- **CPC:** means Deliverables sold on a cost per click basis.
- **CPM:** means Deliverables sold on a cost per 1000 impressions basis.
- **Intellectual Property Rights:** means all vested, contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trademarks(whether registered or unregistered), logos, service marks, design (whether registered or unregistered), plans, models, diagrams, information, drawing, computer program, specifications, source and object code materials, data and processes, patents, know how, trade secrets, inventions, database rights and any products or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created. Except as expressly granted in this Agreement, Blitzads retains all right, title and interest in Blitzads's intellectual property rights and any derivatives thereof.
- **Site Service:** shall mean the web based application, reporting, access to data and advertising provided by Blitzads.
- **Site or Blitzads Site:** means the website through which such Site Services are accessed.

### 3. Provision of Service

- 3.1 The Affiliate shall perform, immediately from the Commencement Date, the Services using the highest level of professional care and skill in a good workmanlike manner in accordance with then current best industry practice and at all times in accordance with the terms of the Agreement (including to the

# BLITZADS

applicable specifications and by the due dates as set out in the Insertion Order).

- 3.2 Participation in the Site Service and use of the Blitzads Site is subject to the terms and conditions of this Agreement, Blitzads's approval of Affiliate's participation may be withheld or terminated at any point, in Blitzads's sole discretion, regardless of initial acceptance.
- 3.3 Criteria. Affiliate hereby acknowledges and agrees that to the extent it represents or acts on the behalf of third party Affiliates or websites ("Third Party Publishers"), Affiliate assumes all liability for such Third Party Publishers and will ensure that such Third Party Publishers comply with the terms of this Agreement and all applicable laws. Without limiting any other provision of this Agreement, Affiliate shall fully and completely indemnify, defend and hold harmless Blitzads for all damages arising from a Third Party Publisher's breach of any obligations or warranties set forth in this agreement. Without limiting any other provision of this Agreement, Affiliate represents and warrants that it has the ability to terminate any Third Party Publisher's Service immediately.
- 3.4 License. Subject to the terms and conditions of this Agreement, Blitzads grants Affiliate a revocable, non-transferable, non-exclusive limited license to use the Site Service, the Blitzads Site and any data, reports, information or analyses arising out of such use (the "Site Data") solely for the purposes set forth in this Agreement.
- 3.5 Acceptance of a Campaign. Without limiting any other provision of this Agreement, Affiliate represents and warrants that, upon acceptance and implementation of a Campaign, Affiliate shall abide by all terms and conditions of this Agreement. If Affiliate fails to adhere to all of the terms and conditions of this Agreement, in addition to all other remedies available to Blitzads, Blitzads reserve the right to terminate this Agreement immediately and withhold of any payment to Affiliate without penalty to Blitzads.
- 3.6 Affiliate agrees that: Blitzads grants Affiliate a nonexclusive, nontransferable,

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revocable right to use the creatives, materials and links solely in accordance

# BLITZADS

with the terms of this Agreement, for the sole purpose of advertising campaign set forth in the Insertion Order. Except as expressly stated herein, nothing in this Agreement is intended to grant Affiliate any rights and interests of creatives and materials provided by Blitzads and Blitzads's Intellectual Property or trade secrets.

- 3.7 Affiliate in principle is only allowed to use creatives and materials provided by Blitzads. You may not alter, modify, manipulate or create derivative works of the Links or any Blitzads creative, copy or other materials owned by, or licensed to Blitzads in anyway. All self-made creatives, texts, pre-landers or other own made material which will be used to promote these Products and any other derivatives need to be submitted to Blitzads to get approved firstly.
- 3.8 Blitzads may revoke Affiliate license or rights anytime by giving Affiliate written notice.
- 3.9 Any changes shall be made immediately by Affiliate after Blitzads give notices of that changes about the advertising campaign. Blitzads reserves the right not to pay Affiliate after such change notice on the conditions that Affiliate does not follow the changes.

## **4. Payment and Payment Liability**

- 4.1 Invoice will be monthly issued by Affiliate after the service is offered. Credit term shall be 7 working days after the receipt of invoice.
- 4.2 Blitzads will pay the invoice by bank transfer as per the information given below in relation to Partner's bank account. Bank fee shall be individually paid by Affiliate when receiving the transfer.
- 4.3 Affiliate agrees and acknowledges that Affiliate shall be fully responsible for all tax, whether state or local. All the Payments must reach the threshold amount to get weekly net 7 paid, which the method of wire must reach \$1000.00, method of RMB is also \$1000.00. Affiliate acknowledges that this policy may update at anytime, and Affiliate agrees to comply with the updated policy.
- 4.4 Payment for Commissions is dependent upon Advertiser providing such funds

# BLITZADS

to Blitzads, and therefore, you agree that Blitzads shall only be liable to you for Commissions to the extent that Blitzads has received such funds from the Advertiser. You hereby release Blitzads from any claim for Commissions if Blitzads has not received such funds from the Advertiser.

## **5. Fraud, Suspension of Affiliate Account**

5.1 Affiliate are expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law or falsify information in connection with referrals through the Links or exceed your permitted access to the Blitzads Site. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the Links or completion of any required information, using spyware, using steal ware, cookie-stuffing and dishonesty or any other deceptive acts, click-fraud or misconduct that causes harm to Blitzads (collectively, "Fraud").

5.2 Without limiting any other provision of this Agreement, Blitzads reserves the right, in Blitzads's sole and absolute discretion to terminate this Agreement and/or Affiliate's account, at any time without liability to Blitzads, should Blitzads determine, in its sole and absolute discretion that Affiliate engages in fraud.

5.3 IF BLITZADS DETERMINES THAT AFFILIATE HAS ENGAGED IN FRAUD, BLITZADS WILL FORFEIT ITS ENTIRE PAYMENT FOR ALL CAMPAIGNS AND AFFILIATES ACCOUNT WILL BE TERMINATED IMMEDIATELY. IF AFFILIATE IS NOTIFIED THAT AFFILIATE IS ENGAGING IN FRAUD, AND AFFILIATE FAILS TO TAKE PROMPT ACTION TO STOP THE FRAUD, THEN, IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO BLITZADS, AFFILIATE SHALL BE RESPONSIBLE FOR ALL COSTS AND LEGAL FEES ARISING FROM SUCH FRAUD.

5.4 Upon notice by Blitzads to Affiliate that a Third Party Publisher is engaging, or



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has engaged, in any activity prohibited by this Agreement, including but not limited to fraudulent traffic generation, Affiliates shall immediately terminate its relationship with such Third Party Publisher, as it pertains to the Third Party Publisher's participation in the Blitzads cooperation. If Affiliate is notified that a Third Party Publisher is engaging, or has engaged, in prohibited activities, and Affiliate fails to terminate its relationship with such Third Party Publisher within three (2) days of notice by Blitzads, Blitzads reserves the right to immediately terminate this Agreement. FURTHER, IN THE EVENT THAT BLITZADS DETERMINES, IN ITS SOLE DISCRETION, THAT A THIRD PARTY PUBLISHER IS ENGAGING, OR HAS ENGAGED, IN PROHIBITED ACTIVITIES, BLITZADS SHALL RECALCULATE AND WITHHOLD THE AFFILIATE'S PAYMENT ACCORDINGLY. FOR CLARITY, BLITZADS RESERVES THE RIGHT TO WITHHOLD OR RECALCULATE AMOUNTS GENERATED BY PROHIBITED ACTIVITY OF THIRD PARTY PUBLISHERS, REGARDLESS OF WHETHER AFFILIATE PARTICIPATED IN OR KNEW ABOUT THE PROHIBITED ACTIVITY.

## **6. Qualified Action**

6.1 We will pay Affiliate for each Qualified Action. A "Qualified Action" means any action generated by Affiliate shall not be in terms of: (a) providing the artificially inflated Volume by using a program, script, device, or other means, (b) excessive page reloading, (c) offering or providing by Affiliate or any Third Party Publisher of any unauthorized incentives (financial or otherwise) to Clients, (d) auto-spawning of browsers, (e) automatic redirecting of users, (f) misleading links or any other method that may lead to artificially high numbers of impressions or clicks, (g) deposits, revenues or traffic generated through illegal means, (h) use any other methods to create promotion data which is not based on real users' autonomous behavior.

6.2 The conversions quality is more important than quantity. Any fraud traffic, bad

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traffic and unapproved traffic (including but not limit to restricted traffic set forth in the Insertion Order) is not allowed, Blitzads has the right to refuse to pay if Affiliate sent fraud traffic, bad traffic and unapproved traffic. Blitzads reserves the right to charge back any previous payment that are later determined to have not met the requirements to be a Qualified Action or determined to be fraud traffic, bad traffic and unapproved traffic.

## **7. Representations and Warranties**

- 7.1 Affiliate represents and warrants to comply with all obligations, requirements and restrictions under this Agreement and comply with laws, rules, policies and regulations as they relate to Affiliate business, Affiliate Media, Promotional Service Platform or Affiliate use of the links, creatives and materials.
- 7.2 Affiliate represents and warrants that: Affiliate has all necessary rights and authority to enter into this Agreement and to place advertisements on its Promotional Service Platform; (ii) Affiliate owns and/or has the right to use all materials contained on Promotional Service Platform;
- 7.3 Affiliate ensures that all materials provided by the Affiliate and posted on Promotional Service Platform or otherwise used in connection with the campaign (a) are not illegal, (b) do not infringe upon the intellectual property or personal rights of any third party and (c) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that Blitzads informs Affiliate that it considers objectionable.
- 7.4 Blitzads represents and warrants that the use of the campaign by Affiliate is all under the permission from Blitzads. Blitzads holds all necessary rights to permit the use of the campaign by Affiliate for the purpose of this Agreement; and that the use, reproduction, distribution, transmission or display of campaign,

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any data regarding users, and any material to which users can link, or any products or services made available to users, through the campaign will not (a) violate any criminal laws or any rights of any third parties or (b) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law.

## **8. Limitation of Liability**

IN NO EVENT SHALL BLITZADS BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT, INCIDENTAL, AND EXEMPLARY OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE WHETHER BASED IN AGREEMENT, TORT OR OTHERWISE, EVEN IF BLITZADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BLITZADS'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY BLITZADS FROM ADVERTISER FOR THE INSERTION ORDER GIVING RISE TO THE CLAIM.

## **9. Indemnification**

9.1 Affiliate hereby agrees to indemnify, defend and hold Blitzads and Blitzads's respective subsidiaries, publishers, partners and licensors, directors, officers, employees, owners and agents harmless against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses including reasonable attorneys' fees based on (i) any breach of this Agreement, including any representation, warranty, restriction or obligation made by Affiliate herein, (ii) any claim related to your Promotional Service Platform, including but not limited to, the content contained on such Platform.

9.2 Blitzads hereby agrees to indemnify, defend and hold Affiliate and its

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subsidiaries, publishers, partners, and their respective directors, officers, employees, owners and agents harmless against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on any breach of this Agreement, including any representation, warranty, restriction or obligation made by Blitzads herein.

9.3 In addition to any other rights and remedies available to both party under this Agreement Blitzads reserves the right to withhold and freeze any unpaid Commissions or charge back paid Commissions to your account if (i) Blitzads determines that you have violated this Agreement, (ii) Blitzads receives any complaints about your participation in the Service which Blitzads reasonably believes to violate this Agreement or (iii) any Qualified Action is later determined to have not met the requirements set forth in this Agreement. Such withholding or freezing of Commissions, or charge backs for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach. In the event of a material breach of this Agreement, Blitzads reserves the right to disclose your identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by your actions.

## **10. Disclaimer of Warranty**

THE PRODUCTS AND SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO AFFILIATE "AS IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, BLITZADS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. BLITZADS DOES NOT WARRANT THAT THE PRODUCT OR LINKS WILL MEET AFFILIATE'S SPECIFIC REQUIREMENTS, BLITZADS EXPRESSLY DISCLAIMS

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ANY LIABILITY FOR ANY ACT OR OMISSION OF ADVERTISER OR THEIR PRODUCTS OR SERVICES.

## **11. Confidential Information**

"Confidential Information" shall mean (i) campaign, prior to publication, (ii) the Insertion Order and any Blitzads statistics which shall be deemed Blitzads Confidential Information; and/or (iii) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary." During the term of this Agreement, and for a period of two years following any End Date, neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein. The foregoing restriction does not apply to information that: (i) has been independently developed by the receiving party without access to the other party's Confidential Information; (ii) has become publicly known through no breach of this Section by the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing party; or (v) is required to be disclosed by a competent legal or governmental authority.

## **12. Term and Termination**

12.1Term. This Agreement shall commence on the date of signature of Insertion Order by both Blitzads and you. Unless terminated by either Party upon three (3) business days prior written notice to other party, the Agreement shall automatically renew for successive one (1) year terms.

12.2Blitzads can terminate any IO by giving three (3) business days prior notice in writing to Affiliate. Affiliateshall stop the service immediately after the receipt of the Blitzads notice, after that day the fee shall not be calculated.

12.3Blitzads will be entitled to terminate this Agreement without notice immediately upon breach of any of the provision of the Agreement or of the IO committed by the Affiliate and such breach not being cured within thirty (15) days from the receipt of written notice of such breach.

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12.4 Upon termination of this Agreement for any reason, any and all licenses and rights granted to Affiliate in connection with this Agreement shall be immediately ceased and terminated. Upon termination of this Agreement, Affiliate will: (i) immediately terminate all use of and delete all Links and intellectual property which provided by Blitzads. (ii) immediately cease to use, and remove from the Affiliate's websites, any and all campaigns and/or related materials made available to Affiliate in connection with Affiliate's participation in the Services ; and (iii) immediately discontinue the use of the Site Service and any Site Data. In the event of termination of this Agreement, Sections 3, 4, 5, 6-12 shall survive.

## **13. Force Majeure**

Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to Force Majeure. However, the party affected by the event of Force Majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter send a certificate of the event issued by the relevant authorities to the other party within thirty (30) days after its occurrence. If the event of Force Majeure continues for more than forty-five (45) days, both parties shall negotiate the performance or the termination of this Agreement. If within three (3) months after the occurrence of the event of Force Majeure both parties cannot reach an agreement, either party has the right to terminate this Agreement. In the case of such a termination either party shall bear its own costs, further claims for compensation in connection with the termination shall be excluded.

"Force Majeure" shall mean events which are beyond the control of the Parties to this Agreement, and which are unforeseen, unavoidable or insurmountable, and which prevent total or partial performance by either of the Parties. Such events shall include earthquakes, typhoons, flood, war, riots or any other instances which cannot be foreseen, prevented or controlled, including instances which are accepted as Force Majeure in general international commercial practice.

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## **14. HEADINGS**

Headings used in this Agreement are provided for convenience only and shall not be used to define, limit or describe the scope of this Agreement.

## **15. Jurisdiction and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the HongKong, without giving effect to principles of conflicts of law. Any dispute hereunder will be negotiated in good faith between the parties within 45 days commencing upon written notice from one party to the other. If any dispute cannot be resolved by negotiation, then any Party may submit the dispute to the HongKong International Arbitration Centre for arbitration by arbitrators which shall be conducted in accordance with its arbitration rules in effect at the time of applying for arbitration. The place of arbitration shall be HongKong.

## **16. Notice**

Any notice to be given hereunder shall be in writing and shall be transmitted by facsimile or email or sent by express airmail, and shall be deemed given when transmitted by facsimile, the day of such facsimile to transmitted, or if sent by mail or email when received, to the parties at the addresses specified at the IO of this Agreement.

## **17. Miscellaneous**

17.1 The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

17.2 If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

17.3 The Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties. Nothing contained in the Agreement shall be

# BLITZADS

so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.

17.4 During the term of this Agreement, and for a period of one year thereafter, Affiliate will not participate in any performance based advertising relationship with any advertiser whose advertisements are or were posted on the Blitzads Site, unless a previously existing business relationship between advertiser and Affiliate can be demonstrated to Blitzads of the reasonable.

17.5 The Affiliate shall not, without the prior written consent of Blitzads, assign, transfer or subcontract all or any of its rights or obligations under the Agreement.