

STANDARD TERMS AND CONDITIONS FOR THE ADVERTISING SERVICES

These Standard Terms and Conditions for the Advertising Services (the "Terms and Conditions") are entered into between Adstrodigy Lab Limited, a company incorporated in Hong Kong with a registration number 77323477, having its registered address at Flat A8/F Kingswell, Commercial Tower, 171 Lockhart Road, Wan Chai, Hong Kong ("Contractor") and the Customer referenced on the corresponding insertion order ("Insertion Order" or "IO"). These Terms and Conditions shall be deemed incorporated by reference into any corresponding Insertion Order submitted by the Customer. The Terms and Conditions and the Insertion Order shall be collectively known as the "Agreement."

1. DEFINITIONS

For the purposes of the Agreement, the following terms and definitions shall be interpreted as follows:

1.1. "Object of advertising" - means of individualization of the Customer, as well as services, goods, Internet resources, software of the Customer and/or their counterparties, as well as any events to attract attention to which Advertising materials are directed.

1.2. "Advertising Services", "Services" - actions taken by the Contractor to ensure the placement of the Customer's Advertising Materials on the Advertising Platform in accordance with terms of the Agreement, Insertion Orders and Placement Parameters, as well as other Services agreed by the Parties in relation to advertising on the Internet.

1.3. "Advertising materials"/"Creatives" - text, graphics, video or combined blocks, other types of information materials containing information about the Objects of advertising, placed on Advertising Platforms in order to draw attention to the Object of advertising.

1.4. "Advertising Platform", "Platform" - information resource on the Internet where it is possible to place the Customer's Advertising materials.

1.5. "Reporting Period" - the period of time within which Advertising services are provided under the Insertion Orders. The first Reporting Period under the Insertion Order is established from the Effective Date of the Insertion Order until the end of the calendar month in which this Insertion Order was concluded; each subsequent Reporting Period is equal to a calendar month; the last Reporting Period consists of all days of the calendar month in which the Insertion Order was terminated.

1.6. "Placement parameters" - additional conditions for placing the Customer's Advertising materials, which may include, in particular: format and type of Advertising materials, types of placements, number/frequency of impressions and (or) duration of advertising placement, keywords/queries, geotargeting and other conditions.

1.7. "Advertising Budget" - the amount of money directed on providing of an advertising campaign for a certain period of time.

1.8. "Advertising Campaign" is a system of planned promotional activities, united by one idea and concept to achieve a specific marketing goal within the framework of the agreed marketing strategy of the Customer and/or their counterparties, within the period of time, scope, market and target audience established by preliminary analysis.

1.9. "Statistics data" - data on the volume of the Advertising Services, used Advertising Budget, as well as other data generated by the Advertising Platform.

1.10. "Advertising concept" - main ideas and directions of the Advertising campaign.

- 1.11. "Messenger" - program for exchanging messages via the Internet.
- 1.12. "Target audience" - group of consumers who have a need to purchase services, goods, Internet resources, software of the Customer and/or his counterparties that are Objects of advertising.
- 1.13. "Targeting" - marketing method that allows to select a Target audience from all Internet users according to certain criteria and advertise Objects of advertising to it in order to achieve the maximum effect from an Advertising Campaign.
- 1.14. "Advertising Cabinet" - interface of the Advertising Platform, which allows to launch Advertising Campaigns.
- 1.15. In the event that this Agreement uses terms that are not expressly set forth in this section and/or further in the text of the Agreement or in the text of its appendices and additions, then the interpretation of such terms shall be in accordance to the business practice and the applicable laws.

2. SCOPE OF THE SERVICES

2.1. The Contractor undertakes to provide Advertising Services for the Customer, and the Customer undertakes to accept and pay for the Advertising services provided by the Contractor in accordance with the terms of the Agreement.

The Contractor, as part of the provision of Advertising Services, performs the following actions:

- 1) participates in the development of Advertising concepts, creates Creatives for placement in the Advertising Platform;
- 2) develops, maintains, optimizes, controls Advertising Campaigns, places Creatives for the Customer through the Advertising Platform;
- 3) coordinates creatives for the Customer with the operator of the Advertising Platform;
- 4) replenishes the Customer's balance in the Advertising Platform (not applicable if cost of the Contractor's Advertising Services consists of the Contractor's remuneration only).
- 5) carries out pre-moderation of the Customer's Objects of advertising;
- 6) determines the Target audience for the Objects of advertising of the Customer;
- 7) carries out the selection of the Targeting: determining the subject and an unlimited number of the Advertising Platform channels, on which it is possible to carry out the most effective placement of the Customer's Advertising materials;
- 8) configures the Customer's advertising in the Advertising Platform;
- 9) provides the Customer with a monthly extended report, which includes:
 - analytics of Advertising Campaigns and recommendations;
 - Advertising Platform channel analytics and recommendations;
 - recommendations for writing "selling" posts.

2.2. The material conditions for the provision of Advertising Services are determined by the Parties in the Insertion Orders that from the moment they are agreed by both Parties, become binding for the Parties.

The terms of Advertising campaigns, concepts, Creatives are agreed by the Parties through the exchange of messages in e-mail specified in the Agreement, instant messengers and by any other means.

2.3. Other Placement Parameters, terms of Advertising campaigns, that have not been agreed upon in the Insertion Orders or through the exchange of messages between the Parties, are determined by the Contractor at its sole discretion.

3. TERMS AND CONDITIONS FOR PLACING ADVERTISING

3.1. If the Advertising Materials were provided by the Customer, the Customer guarantees compliance with the requirements of the applicable laws (as an advertiser and advertising producer), on the protection of copyright and related rights, on the protection of trademarks and service marks, but not limited to the above. All possible settlements with authors and holders of related rights related to Advertising materials provided by the Customer and their contents are made by the Customer independently. The Customer guarantees that the content and form of the Advertising Materials provided by the Customer comply with the requirements of the applicable laws, as well as the terms of this Agreement, including the following:

3.1.1. Advertised objects are not prohibited or limited in circulation, do not violate any rights of third parties and the applicable laws;

3.1.2. Advertising materials comply with the applicable laws, including but not limited to advertising, competition, rights to the results of intellectual activity and means of individualization; if the advertised activity is subject to licensing or the advertised product is subject to mandatory certification, advertising materials must include the appropriate notes provided for by the applicable laws;

3.1.3. Promotional materials do not contain any material that is offensive, indecent, threatening or abusive.

3.1.4. If the Advertising materials were created by the Contractor, the Contractor shall be responsible for their compliance with the applicable intellectual property laws in part that was not provided by the Customer.

3.2. At the request of the Contractor, the Customer is obliged, within 3 (three) days from the date of receipt of the relevant request, to provide documentary evidence of the accuracy of the information contained in the Advertising Materials provided by the Customer, as well as the Customer's guarantee under clause 3.1 of the Agreement, including copies of licenses, certificates of conformity, etc.

3.3. The Contractor has the right to suspend the performance of obligations under the Insertion Order at any time with subsequent notification of the Customer in the following cases:

3.3.1. contradictions between the Advertising Materials provided by the Customer and the Agreement, the applicable laws, the content of inaccurate and/or deliberately false information in the Advertising Materials;

3.3.2. non-compliance of the Advertising Materials provided by the Customer with the requirements for the placement of advertising materials established by the Advertising Platforms;

3.3.3. the presence of claims regarding the content of the Advertising Materials provided by the Customer from third parties;

3.3.4. violation by the Customer of its obligations and / or guarantees provided for by the Agreement;

3.3.5. exhaustion of the Advertising budget, as well as the presence of the Customer's debt for any obligations to the Contractor, including the payment of fines and other amounts;

The Parties have agreed that such suspension of the fulfillment of obligations on the grounds provided for in this paragraph 3.3 will not be considered a violation of the Agreement by the Contractor; at the same time, the Contractor shall not be liable to the Customer for losses incurred by the Customer in connection with such suspension.

3.4. Advertising campaign is determined according to the terms of the Advertising Platform.

The launch date of the first Advertising campaign is determined according to the Statistics data of the Advertising Platform.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Contractor under the Agreement undertakes:

4.1.1. Provide Advertising Services properly, in accordance with the Agreement, Insertion Orders and applicable laws;

4.1.2. Timely and correctly provide the Customer with documents confirming the provision of Advertising Services in accordance with the terms of the Agreement;

4.1.3. Perform other duties stipulated by the Agreement.

4.2. The Contractor under the Agreement has the right:

4.2.1. In order to fulfill its obligations under the Agreement to engage third parties, including advertising distributors, intermediaries, using various Advertising platforms, remaining responsible for their actions before the Customer;

4.2.2. Provide at the request of the owners/representatives of the Advertising platforms where placement is carried out, as well as government authorities, information about the Agreement and the advertising services provided on its basis, as well as documents under clause 3.2 of the Agreement;

4.2.3. Use information about the Customer, brands and logos of the Customer in order to indicate the Customer as a partner (client), including by posting the above information and logos on the website of the Contractor or affiliated entities, as well as in the marketing and advertising materials of the Contractor or affiliated entities (including brochures, press releases and other information media). Posting information for the above purposes is not considered disclosure of confidential information;

4.2.4. Exercise other rights provided for by the Agreement.

4.3. The Customer under the Agreement is obliged:

4.3.1. Provide the Contractor with Advertising materials that comply with the applicable laws and the terms of the Agreement.

4.3.2. Timely respond to the requests of the Contractor, provide all the information necessary for the execution of the Agreement.

4.3.3. Accept the rendered Services in accordance with the terms of the Agreement;

4.3.4. Timely and in full pay the cost of Services under the Agreement.

4.3.5. Perform other duties stipulated by the Agreement.

4.4. Additional obligations of the Customer (if the cost of the Contractor's Advertising Services consists of the Contractor's remuneration only):

4.4.1. Timely and in full replenish the Customer's balance in the Advertising Platform in the amount equals the amount of the Advertising Budget under the Insertion Order.

4.4.2. Timely create Advertising Cabinet in the Advertising Platform (if necessary).

4.4.3. Provide the Contractor with access to the Advertising Cabinet during the term of the Agreement.

5. FEES AND PAYMENTS

5.1. The cost of the Contractor's Advertising Services is indicated by the Parties in the Insertion Orders.

5.2. In case if the Advertising Budget has been partially used, the unused Advertising Budget shall be returned (if refund is possible according to the rules of the Advertising Platform) at the request of the Customer in accordance with clause 8.4 of the Agreement. The Contractor shall not refund the amount of the Remuneration under corresponding Insertion Order and withholds it as the Contractor's expenses for the provision of services.

5.3. The Customer hereby confirms that he has been acquainted with, agrees with all the rules for placing Advertising materials on the Advertising Platform and undertakes to get acquainted with all changes to these rules in a timely manner.

If the Customer fails to comply with the above requirements, the Contractor has the right to block all accounts, cabinets opened for the Customer in order to fulfill this Agreement, the amounts of the unused Advertising budget, remuneration transferred by the Customer are not subject to return in case if such amounts were withheld by the Advertising Platform.

5.4. All amounts payable to the Contractor under the terms of this Agreement are exclusive of any taxes and shall be paid to the Contractor free and clear of all deductions or withholdings. If there are any withholding taxes regarding the cost of Advertising Services under this Agreement, the Customer shall pay such additional amount as will be required to ensure that the net amount received by the Contractor is equal to the net amount of the cost of Advertising Services.

5.5. The Customer's obligation to pay is considered to be properly fulfilled from the moment the funds are credited to the Contractor's bank account (or to the Contractor's blockchain wallet if paying in USDT).

5.6. The procedure and terms of payment are agreed by the Parties in the Insertion Orders. Unless otherwise agreed by the Parties, the cost of Advertising services shall be paid as follows (if the cost includes the Advertising Budget and/or the Contractor's remuneration):

- **The Advertising budget - on a 100% prepayment basis** before starting the Advertising Campaign under the Invoice issued by the Contractor;

- **the Contractor's remuneration - on a 100% prepayment basis** before starting the Advertising Campaign under the Invoice issued by the Contractor.

The invoice is valid for 3 days from the date of its issuing. After the expiration of this period, the invoice is considered cancelled.

5.7. A separate balance is carried out for each Advertising Platform. At the end of the Reporting period under each Insertion Order, the Contractor sends the Customer the Certificate of the services rendered in respect of the Services actually rendered according to the Insertion Order.

The use of funds transferred by the Customer to pay the Advertising Budget, as well as the Contractor's remuneration, shall be considered in Certificate of the services rendered sequentially, starting from earlier payments. The scope of the Services provided in the relevant Reporting Period, as well as their cost, shall be reflected in corresponding Certificate of the services rendered without division by Advertising Accounts and Advertising Campaigns separately for each Advertising Platform.

5.8. The Parties have agreed that the Statistics data provided by the Advertising Platforms are the only sufficient and reliable evidence of the fact, volume, cost and other Parameters of placement of Advertising Materials that took place during the Reporting Period, and are not disputed by the Parties.

5.9. In case the Customer has comments/claims on the Certificate of the services rendered, it shall within 3 (Three) calendar days from the date of receipt from the Contractor of the Certificate, to send the Contractor a reasoned comments/claims to accept the Services. In case no comments/claims are submitted by the Customer to the Contractor within the term stated hereto, the Customer hereby confirms that it is satisfied with the Services and accepts them without any comments/claims.

6. LIABILITY OF THE PARTIES

6.1. In the event that the Customer breaches the conditions of the Agreement, the Customer shall reimburse the Contractor for all losses incurred by it caused by such a violation. In the event that any claims/lawsuits/sanctions are presented to the Contractor by third parties in connection with the Advertising Materials arising from non-compliance and/or violation by the Customer of the applicable laws and/or the obligations from the Agreement, the Customer is obliged on its own behalf and at its own expense, settle such claims, lawsuits, as well as take all necessary actions to prevent subsequent claims/claims against the Contractor and the application of penalties. The Customer agrees and confirms its readiness to assist the Contractor and third parties involved by it in settling any claims from government authorities (including control, supervisory) related to the Customer's Advertising Materials.

6.2. In case of violation by the Customer of the obligations stipulated by the Agreement, the Contractor has the right to suspend the provision of Services under this Agreement until the Customer eliminates the violations and compensates the losses caused to the Contractor by such a violation in full. If the Customer will not eliminate violations within 5 (five) calendar days from corresponding notification receipt, the Contractor has the right to terminate the Agreement, the Insertion Order unilaterally, notifying the Customer by sending a notice.

6.3. The Contractor does not provide any guarantees and is not responsible for the non-compliance of the services provided with the commercial goals and (or) expectations of the Customer.

6.4. The Contractor shall not be liable under the Agreement for any actions/omissions that are a direct or indirect result of actions/omissions of the Customer and/or third parties except specified in clause 4.2.1 of the Agreement; any indirect losses, including lost profits of the Customer and / or third parties, regardless of whether the Contractor could foresee the possibility of such losses or not. Any other liability of the Contractor under the Insertion Order arises solely in the presence of the fault of the Contractor and is limited to the amount of remuneration received by the Contractor from the Customer for the Reporting period in which the corresponding violation under the Insertion Order took place.

7. FORCE MAJEURE

7.1. None of the Parties shall be liable for complete or partial non-fulfillment of their obligations under the Agreement, if the failure to perform is the result of force majeure circumstances - natural disasters such as flood, fire, earthquake, etc., war or military actions, actions of state bodies arising for the Parties after the conclusion of the Agreement and not dependent on the will of the Parties.

7.2. If such circumstances have directly affected the fulfillment of obligations within the period specified in the Agreement, then this period shall be postponed for the duration of the relevant circumstances.

7.3. A party that, due to the occurrence of force majeure, cannot fulfill its obligations, is obliged not later than 15 (fifteen) days from the moment of their occurrence to notify the other Party in writing, as well as the expected duration of the force majeure.

7.4. Failure to notify or late notification deprives the Party concerned of the right to refer to force majeure circumstances as grounds for exemption from liability for failure to fulfill obligations under this agreement. The evidence will be the evidence (certificates) of the authorized state bodies.

7.5. If the specified circumstances will last more than two months, any of the Parties shall have the right to terminate in whole or in part the Insertion Order with the return received under it. Losses arising from such circumstances are not reimbursed.

8. EXCHANGE OF DOCUMENTS

8.1. The Parties agreed that the proper way to exchange documents under this Agreement is to send documents in electronic form via telecommunication channels using an electronic signature of authorized representatives.

The Agreement and documents under the Agreement could be signed via e-service DocuSign.

9. APPLICABLE LAW AND DISPUTE RESOLUTION

9.1. The law applicable to the Agreement shall be the law of Hong Kong.

9.2. All disputes hereunder shall be settled through negotiations. Compliance with pre-arbitration (extrajudicial) procedure of dispute examination is mandatory for the Parties.

9.3. In cases where a dispute, claim and/or complaint is not settled by negotiation within 30 (thirty) calendar days from the date it is received after being sent by one Party to the other, any Party of the Agreement is entitled to go to court.

9.4. Upon failure by the Parties to reach consensus, the dispute shall be submitted for competent court of Hong Kong in accordance with the procedure established by the laws of Hong Kong.

10. MISCELLANEOUS

10.1. **No Agency.** Nothing in the Agreement shall be deemed in any way or for any purpose to constitute any Party an agent of an unaffiliated party in the conduct of such other Party's business. The Contractor under the Agreement shall act as an independent service provider and not as the agent of the Customer in performing the services, maintaining control over its employees, its subsidiaries, subcontractors, etc.

10.2. **Independent Contractor.** The Contractor may hire or engage one or more subcontractors to perform any or all of its obligations under the Agreement.

10.3. **Further Assurances.** Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the Agreement.

10.4. **Notices.**

10.4.1. A notice given under the Agreement:

10.4.1.1. shall be in writing in the English language (or be accompanied by a properly prepared translation into English); and

10.4.1.2. shall be:

10.4.1.2.1. delivered personally; or

10.4.1.2.2. sent by pre-paid first-class post, recorded delivery or registered post; or

10.4.1.2.3. sent by electronic mail specified in the Insertion Order.

10.4.1.3. A notice is deemed to have been received:

10.4.1.3.1. if delivered personally, at the time of delivery; or

10.4.1.3.2. in the case of pre-paid first-class post, recorded delivery or registered post, two days from the date of posting; or

10.4.1.3.3. if sent by electronic mail, at the day when the notice is sent.

10.4.1.4. To prove the delivery, it is sufficient to prove that the envelope (or e-mail, as the case may be) containing the notice was properly addressed and posted.

10.5. **Severability.** If any provision of the Agreement is invalid, illegal or incapable of being enforced under any law or as a matter of public policy, all other conditions and provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by the Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement be consummated as originally contemplated to the greatest extent possible.

10.6. **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, supersede all prior written and oral and all contemporaneous oral agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the parties other than those set forth or referred to herein or therein.

10.7. **Amendment.** No provision of the Insertion Order may be amended, supplemented or modified except by a written instrument making specific reference to the Insertion Order signed by all the Parties.

10.8. **Counterparts.** The Insertion Order may be executed in one or more counterparts, and by each Party in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of the Insertion Order by portable document format (PDF) shall be as effective as delivery of a manually executed counterpart of the Insertion Order.

10.9. **Assignability.** The Customer is not entitled to transfer / assign his rights and obligations under the Agreement to third parties without obtaining the prior written consent of the Contractor. The Contractor has the right, at its discretion, without the consent of the Customer, to assign or otherwise transfer its rights and obligations under the Agreement to third parties, by giving the Customer relevant notification.