**1.-Campaign Information:**

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| **Advertiser information:** | | **Publisher information:** | |
| Company Name: | Graviton-Tech Limited | Company Name: | deserise network technology limited |
| **Contact:** | Wing Wang | Contact: | Wu tian |
| Address: | UNIT A ON 20/F WANG CHEONG BUILDING NO.251 RECLAMATION STREET KOWLOON HK | Address: | FLAT 1506, 15/F LUCKY CTR NO 165-171 WAN CHAI RD WAN CHAI HONGKONG |
| City/State/Country: | 999077 | City/State/ZIP: | shanghai |
| **Finance Name:** | Wing Wang | Finance Name: |  |
| **Email:** | xiaorong.wang@indexmobi.com | Email: | comacforever@gmail.com |
| Phone Number: | +86 18402133696 | Phone Number: | +86 19821262866 |

**2.- Bank Information:**

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| Company Name: | DESERISE NETWORK TECHNOLOGY LIMITED | Tax Number: |  |
| Bank Name: | **CMB WING LUNG BANK** | Beneficiary Account Number | 61234300319 |
| Bank Address: | 45 Des Voeux Road, Central, Hong Kong | Account Name: | DESERISE NETWORK TECHNOLOGY LIMITED |
| Swift Code: | WUBAHKHH | City and Postal Code: | hongkong |
| Paypal Account: |  | Payoneer Account |  |

**3.- Terms:**

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| **1.Reporting**  All numbers in respect of the ads data for the purposes of billing and payment shall be based on NUTRAINDEX’s reporting system. NUTRAINDEX will provide the Publisher access to real-time reports. | | |  | |
| **2.Revenue Share & additional tiers:**  Net Revenues means cash amounts received by Nutraindex in respect of any income generated from the Ads. Net Revenues shall be paid to Publisher both during and after termination of this Agreement for an unlimited period (perpetually) according to the terms provided hereunder. Nutraindex will use its Violation of the terms and conditions could resolved in deductions of the amounts due. | | |  | |
| **3.Fraud:**   1. If CONTENT PROVIDER determines, in its sole discretion, that the Publisher or Sub-Publisher has engaged in any activity that CONTENT PROVIDER considers to be fraudulent or incent or which might bring the reputation or standing of CONTENT PROVIDER into disrepute either with the general public or with the Clients or potential Clients of CONTENT PROVIDER, or otherwise that the Publisher or Sub-Publisher has engaged in activities which might be considered fraudulent, Nutraindex shall inform partner as soon as convinced proofs provided and no later than 60 days after promotion week. Publihser shall warrants that the traffic it provides is true and valid. In case of fraudulent or unqualified traffic, Advertiser may deduct or withhold payments from Publisher, block Publisher's traffic immediately. If any fraudulent or unqualified traffic has paid to Publisher, Publisher shall refund it to Advertiser or Advertiser shall be entitled to setting off such amounts from any future Publisher’ payment. 2. The traffics as below be banned by Nutraindex: SEO, Survey, SMS, Incent, Trademark, Brand Bidding, Celebrities, EMU, Fraud, or any other kind of traffics which advertisers dont allowed otherwise no paid. | | |  | |
| **4.Indenification:**  The Publisher covenants and agrees to indemnify and save harmless Nutraindex, its parent company and their respective shareholders, directors, officers, and employees (collectively, the "Indemnified Group") from and against any and all claims or judgments, including all associated legal fees, expenses and disbursements actually incurred, arising out of any breach of this Agreement by the Publisher or any Sub-Publisher or the exercise by the Publisher of any right under this Agreement or any act or omission of the Publisher, a Sub-Publisher or anyone for whom the Publisher is in law responsible, including without limitation any damages, losses, consequential or otherwise, arising in any manner (including those arising from or incidental to any liability or other lawsuit, claim, demand or other action brought) as a consequence of any act or omission of the Publisher or any person for whom the Publisher is in law responsible, whether or not the Indemnified Group or any of them are named as a party defendant in any such proceedings and whether or not the Indemnified Group or any of them are alleged to be negligent or otherwise responsible for any damage or injury to persons or property. The obligation of the Publisher to defend and indemnify as set out in this paragraph will survive termination of this Agreement for any reason and will not be otherwise limited by any other term or condition of this or any Agreement. Nutraindex may, at its election in its sole discretion, assume the exclusive defense and control of any matter otherwise subject to indemnification by Publisher. Nutraindex may participate in the defense of all claims as to which it does not assume defense and control, and Publisher shall not settle any such claim without Nutraindex's prior written consent. | | |  | |
| **5.Payment:**  Nutraindex shall pay the Publisher on a calendar Net 14 Weekly basis for the immediately preceding Week. Payments to the Publisher shall be due 30 days after invoice issued (Net+14). All payment will be in US dollars.  All accounts should be settled if settlement amount is more than $1000. Any settlement amount less than $1000 will be include into the settle account of next calendar week. The accumulative period shall not exceed 3 month, any settlement accumulated 1 month shall be paid to Publisher according to the payment terms  Publisher and Nutraindex shall be respectively responsible for payment of the taxes, bank fees unless the payment less then $1000, will be afforded by publishers. And other governmental levies relating to the transactions, imposed on each party in accordance with the applicable laws.  Publisher Invoices will be issued on a weekly basis upon its receipt of the reports aforementioned. Invoices will be sent to Nutraindex's billing address as set forth on the IO and will at a minimum contain the company name and any number or other identifiable reference stated as required for invoicing on the IO. The invoice shall cover only those inventory that meet the criteria specified in this Agreement. Publisher must send the invoices a week before the payment day; otherwise Nutraindex shall not bear any liability of late payment therein.  If Advertiser does not receive payment from Advertiser’s client for any reason whatsoever, Advertiser shall have no liability to pay to the Publisher.  Either party may cancel the campaign and terminate this Agreement with 48 hours’ written notice to the other party. The obligation of Nutraindex to make payment under the heading “Revenue Share” hereof shall survive the termination or expiration of this Agreement for unlimited period (perpetually). | | |  | |
| **6.Intellectual property:**  Nutraindex has rights to any marketing material provided to Publisher, and Publisher has right to use marketing materials pursuant to the terms hereof and allow end users to install the ads. | | |  | |
| **7.Parties’ Obligations:**  Each party will make every effort to uphold the highest ethical and commercial standards. Each party shall not engage in any fraudulent activity. Fraudulent activity means any of following: (a) fictitious downloads or installations of the Ads; (b) automated and/or fraudulent clicks on any marketing materials for the Ads. | | |  | |
| **8.Confidentiality:**  Any confidential information and/or proprietary data provided by one party (“Discloser”) to the other party (“Recipient”), including the Advertisement descriptions and the pricing of the Advertisement and the terms hereof, shall be deemed “Confidential Information” of the Discloser. Confidential Information shall not be released by the Recipient to anyone except an employee or agent that has a need to know same and that is bound by written confidentiality obligations at least as strict as those contained herein. Recipient shall not use any portion of Confidential Information provided by the Discloser for any purpose other than those provided for under the Agreement. | | |  | |
| **9.Business Operations:**  Each party will make reasonable commercial efforts to maintain its mobile service operational 24/7. However, the parties agree it is normal to have a certain amount of system downtime and agree not to hold each other for any of the consequences of such interruptions. | | |  | |
| **10.Force Majcure:**  Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder For any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, riots, insurrection, war (or similar), fires, flood, earthquakes, explosions, and other acts of God. | | |  | |
| **11.General:**  This IO (this “Agreement”) contains the entire agreement between the parties and supersedes all prior agreement between the parties. Nothing in this agreement is intended or will be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any other provision contained herein. This Agreement shall be interpreted in accordance with People’s Republic of China law and either party may apply for arbitration to Beijing Arbitration Committee in accordance with the committee's arbitration rules. This Agreement may be executed in two counterparts, each of which shall constitute an original and he two together shall constitute a single agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement. | | |  | |
| **Advertiser Authorized Signature**  **Date:** | **Publisher Authorized Signature**  **Date:** | |  | |
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