

<b>Date:</b> 01.04.2023
<b>IO No.</b> 01042023/F30

## INSERTION ORDER

This Insertion Order incorporates the FIVIOLEAD's Publisher Terms and Conditions (the "T&Cs") attached to this Insertion Order, which together form a legal and binding agreement between the FIVIOLEAD LTD (hereinafter referred to as the "**FIVIOLEAD**") and the Publisher specified below.

This Insertion Order will become effective on the Campaign Start Date as specified.


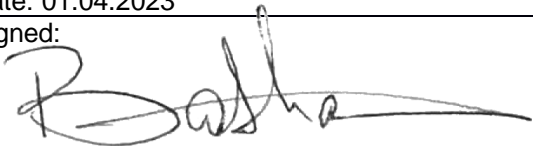
Publisher		FIVIOLEAD	
<b>Company Name</b>	ADF Media Limited	<b>Company Name</b>	FIVIOLEAD LTD
<b>Registration No.</b>	3105053	<b>Registration No.</b>	207302544
<b>Address</b>	RM 22 2/F FU TAO BUILDING NO.98 ARGYLE STREET MONGKOK, HONG KONG	<b>Address</b>	9-11, blvd. Knyaginya Maria Louise, fl. 3, of.5, Sofia, 1000, Bulgaria
<b>VAT No.</b>	-	<b>VAT No.</b>	BG207302544
<b>Bank name</b>	Standard Chartered Bank (Hong Kong) Limited	<b>Bank name</b>	DSK BANK AD
<b>Bank address</b>	32nd Floor, 4-4A Des Voeux Road Central, Hong Kong	<b>Bank address</b>	19, Moskovska Str., 1036, Sofia, Bulgaria
<b>Account / IBAN</b>	47417792589	<b>Account/ IBAN</b>	BG73STSA93000029768658 – EUR BG67STSA93000029768669 – USD
<b>Swift/ BIC/ Code</b>	SCBLHKHH	<b>Swift/ BIC/ Code</b>	STSABGSF
<b>Contact person</b>	Cassie Hu	<b>Contact person</b>	Artem Sokolov
<b>Email</b>	hailie@adf-media.com	<b>Email</b>	info@fiviolead.com

Campaign Details			
<b>Campaign Start Date</b>	To Be Decided via email	<b>Campaign End Date</b>	To Be Decided via email
<b>Campaign Type</b>	To Be Decided via email	<b>Targeting</b>	To Be Decided via email
<b>Payable Action</b>	To Be Decided via email	<b>Currency</b>	To Be Decided via email
<b>Action Pricing</b>	To Be Decided via email	<b>Budget / Cap</b>	To Be Decided via email
<b>Promotional Channels</b>	To Be Decided via email	<b>Payment Terms</b>	<b>NET30</b> from receipt of invoice.
<b>Other terms and conditions</b>	To Be Decided via email		

In the event of conflict between this Insertion Order and the T&Cs, the terms of this Insertion Order shall prevail.

The parties agree that this Insertion Order and the T&Cs constitutes the whole Agreement between the parties relating to its subject matter. This Agreement is valid, signed in electronic form (in PDF format or using electronic signatures), in which case each copy is considered original and all together represent an agreement between the contracting parties.

### Signing this document contractually binds the FIVIOLEAD and the Advertiser

Publisher	FIVIOLEAD LTD
Name: Tyla Lee	Name: Boris Nicola Nicholas
Title: <b>CEO</b>	Title: Manager (Director)
Date: 01.04.2023	Date: 01.04.2023
Signed: <i>For and on behalf of</i> <b>ADF MEDIA LIMITED</b>  ..... Authorized Signature(s)	Signed: 

## **FIVIOLEAD's Publisher Terms and Conditions**

The following terms and conditions ("FIVIOLEAD's Publisher Terms and Conditions") govern the placement and delivery of Advertisement as set forth in the Insertion Order signed by the Parties. Both the IO and the FIVIOLEAD's Publisher Terms and Conditions are part of the Agreement between the parties (the "Agreement").

This Agreement is entered by and between FIVIOLEAD LTD, a company incorporated in Bulgaria, with registered number 207302544 ("FIVIOLEAD") and the company named as Publisher in the Insertion Order. For the mutual promises contained herein, FIVIOLEAD, on the one hand, and the Publisher on the other hand, agree as follows:

### **1. DEFINITIONS**

The following terms have the following meanings:

"Advertisement" shall mean the Advertisement provided by FIVIOLEAD or created by Publisher at FIVIOLEAD's request, including all search engine placement criteria, keywords, key phrases, negative keywords, categories and targeting as well as the websites to which an advertisement is linked, according to the IO and managed by Publisher in order to provide Services to FIVIOLEAD.

"Content" shall mean all text, images, video, audio, and other data, products, services, advertisements, other promotional material, links and software, including any related modifications, updates, upgrades, enhancements and documentation, including without limitation any of the foregoing owned and/or provided by FIVIOLEAD.

"Websites" shall mean the websites managed or owned by Publisher in order to provide Services or any other website within Publisher's Network.

"Services" shall mean the advertising services provided by Publisher to FIVIOLEAD through the Websites.

"Publisher's Network" shall mean the set of websites, applications, toolbars, social accounts, social net channels and other online advertisement systems owned by Publisher or by third parties with which Publisher has advertisement/ marketing distribution or publishing advertisement/ marketing agreements.

"Action" shall mean an action performed by a user as a result of advertising campaign/displaying the Advertisement conducted in accordance with terms specified in the IO provided that such an action recorded in the tracking system of FIVIOLEAD.

Other definitions not defined in the present section, shall be interpreted in accordance with the applicable law. If the precise definition of the term is not given in the present Agreement and/or regulatory acts of the applicable law, it is recommended to use explanation, which is common for the Internet (see relevant Internet sources) and for the business practice.

### **2. ADVERTISING SERVICES**

2.1. Publisher shall provide advertising services of placement and delivery of the Advertisement through the Websites or through Publisher's Network in accordance with the terms of this Agreement, and FIVIOLEAD will pay Fees for its Service as specified in clause 3 of this Agreement.

### **3. FEES AND PAYMENT TERMS**

3.1 Publisher will invoice for the Services provided to FIVIOLEAD in accordance with rates as agreed in the relevant IO ("Fees"). These Fees shall be calculated FIVIOLEAD's statistical methods, based on the Actions made by end users on the Websites/ Publisher's Network using Advertisements ("Traffic"). Only Traffic that is compliant with traffic restrictions in accordance with IO shall be payable. On a monthly basis or in the term agreed with the Publisher, FIVIOLEAD will send to Publisher a report on the amount of Actions and Fees to be paid by FIVIOLEAD to Publisher calculated on the basis of Traffic generated during the previous calendar month in consideration of Publisher's Services. Minimum amount to be paid is 500 EUR/USD. If the total amount is lower than 500 EUR/USD in one month, it will be roll-over over and to be combined with next month's invoice.

3.2 Calculation of Traffic will be based upon numbers reported by FIVIOLEAD according to FIVIOLEAD's tracking system. The FIVIOLEAD's tracking system is the sole official system for calculating Traffic for the Services and, when applicable, for calculating statistics that are sent to Publisher. Publisher shall present to FIVIOLEAD an invoice for the total Fees calculated in accordance with clause 3.1 above to be paid by FIVIOLEAD as stated under Payment Terms. Fees include all direct, indirect taxes, commissions, duties, bank charges and other similar levies and expenses that may arise in connection to the present Agreement. FIVIOLEAD shall pay any banking fees for outgoing bank transfers and Publisher shall pay any subsequent banking fees charged by intermediary banks and the Publisher's bank. Publisher shall bear all other expenses relating to the receipt of the Fees and pay all taxes that may arise in connection therewith. The Service Fee shall be deemed to be duly paid at

the time when the funds are debited from FIVIOLEAD's bank account. Each Party shall be solely responsible for the payment of all taxes and fees of its own banks in connection with the performance of their obligations under this Agreement.

#### **4. WARRANTIES**

4.1. Mutual Warranties: Each party warrants that it has full right, power, legal capacity and authority to enter into, deliver and fully perform under this Agreement.

4.2. Publisher represents, warrants, and undertakes that at all times during this Agreement:

1. Neither the Publisher's execution nor its preformation of this Agreement will result in a breach of any other agreement or obligation by which the Publisher is bound;

2. It will comply in the performance of this Agreement with all applicable laws, statutes, ordinances, rules and regulations in the Territory;

3. During the placement of the Advertisement, Publisher will not cause the Advertisement to become subject to any virus, worm, Trojan horse, or other instrumentality, contamination or device that will cause any component of the Advertisement to be erased, corrupted or become inoperable or incapable of processing or affect operations of any other system;

4. No Publisher's Website/ Publisher's Network where FIVIOLEAD's Advertisement is placed contains, or contains links to, any material that:

- infringes any other party's rights including without limitation copyrights, patents, trade or service marks, image rights, rights of publicity or privacy rights;
- is illegal or constitutes consumer fraud (including without limitation being false or misleading), Content liability, tort, breach of contract, injury, damage, or harm or any kind to any person or entity;
- is threatening, violent, abusive, hateful or defamatory towards any person;
- contains any virus, worm, Trojan horse or any other program, code or feature that may cause damage to or loss of any equipment, data or program or inconvenience to any person, whether or not such result is intended;
- include or contain any software, code or application including, but not limited to any kind of adware, malware, spyware or any application or means to download or upload any Content.

4.3 Non-Circumvention. During the term of this Agreement and for a period of twelve (12) months thereafter, regardless of the reason for termination, Publisher agrees that it will not knowingly, directly or indirectly, solicit, engage, contract, license, or work with any FIVIOLEAD's partner, affiliate or client involved in FIVIOLEAD's Advertising Network unless such partner or affiliate was previously known to Publisher or became known to it from a source other than FIVIOLEAD, without the prior written approval by FIVIOLEAD. Publisher agrees and understands that FIVIOLEAD has incurred significant expense forming FIVIOLEAD's Advertising network and in providing services for the benefit of its Clients, and Publisher agrees and understands that in the event of a breach by of this section, it shall pay FIVIOLEAD as liquidated damages an amount equal to FIVIOLEAD's profits for the preceding twelve (12) months generated by the campaigns for such partner, affiliate or client. The liquidated damage remedies provided herein in this section shall not preclude FIVIOLEAD from seeking injunctive relief.

#### **5. LIABILITY**

5.1 Publisher will indemnify FIVIOLEAD and/or FIVIOLEAD's officers, directors and employees and hold it harmless from and against any claim, loss, damage, expense (including reasonable attorney's fees) or liability (including legal fees and costs) arising out of: (a) a claim that Publisher's Websites, its advertising services, Advertisements(when they are being prepared by Publisher) infringe Intellectual Property or other rights of third parties; (b) a breach of any representation or warranty of a Publisher set forth herein; (c)a breach of any other obligations under these Terms and Conditions and the applicable IO.

5.2 In the event FIVIOLEAD determines that Publisher has engaged in fraud, FIVIOLEAD may terminate this Agreement and cancel outstanding payments of Fees at its sole discretion and without any further obligation to Publisher. FIVIOLEAD reserves sole judgment in determining fraud and Publisher agrees to be bound by any and all such determinations. In addition, in the event Publisher has already received payment for fraudulent activities, FIVIOLEAD reserves the right to withhold such amounts from future earnings or to demand re-imbursement from Publisher.

5.3 Advertisements provided by FIVIOLEAD hereunder, their use and the results of such use are provided on an "as is", "as available" basis. To the fullest extent permissible pursuant to the applicable law, FIVIOLEAD makes no warranties (including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement), guarantees, representations, promises, statements, estimates, conditions, or other inducements, express, implied, oral, written, or otherwise, except as expressly set forth herein.

5.4 IN NO EVENT SHALL FIVIOLEAD BE LIABLE UNDER THIS AGREEMENT WHETHER IN TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFITS, DEPLETION OF GOODWILL AND / OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING ANY INSERTION

ORDER (EVEN IF FIVIOLEAD WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING). UNDER NO CIRCUMSTANCES SHALL FIVIOLEAD BE LIABLE TO THE PUBLISHER OR ANY THIRD PARTIES FOR AN AMOUNT GREATER THAN THE AMOUNT OF FEES PAID BY FIVIOLEAD TO PUBLISHER UNDER THE RELEVANT INSERTION ORDER IN RELATION TO WHICH SUCH LIABILITY MAY ARISE.

5.5 Neither Party shall be liable for any delay in performing any of its obligation under this Agreement if such delay is caused by an event beyond the reasonable control of that Party including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. Notwithstanding anything herein to the contrary, the Party prevented from performing by a force majeure event shall nevertheless use its best efforts to recommence its performance as soon as reasonable practicable and to mitigate any damages resulting from its non- performance.

5.6 Without prejudice to any other provision of this clause, the total liability of FIVIOLEAD to Publisher arising out of the matters referred to in this Agreement, in any case, shall not exceed, other than in respect of liability that by law cannot be so restricted, the total amount of the Fees paid by to Publisher during the calendar month prior to the events leading to such liability.

## **6. TERM, AMENDMENTS AND TERMINATION**

6.1 This Agreement shall enter into effect upon signing by both parties and shall remain in effect until terminated in accordance with the Agreement.

6.2 FIVIOLEAD shall have the right and at its sole discretion to modify the Advertisement at any time by sending a prior forty-eight (48) hour notice to the Publisher.

6.3 FIVIOLEAD may at any time send a request to Publisher to withdraw the Advertisement from any of the Publisher's Websites/ Publisher's Network, if such Website/ Publisher's Network promotes any Content that may be illegal or may harm FIVIOLEAD's reputation, at FIVIOLEAD's sole discretion.

6.4 FIVIOLEAD shall have a right to vary this Agreement from time to time for legal reasons with a 10 (ten) calendar days prior notice to the Publisher. If Publisher does not agree to such variation, Publisher's sole remedy shall be to terminate this Agreement.

6.5 Upon termination of this Agreement for any reason, Publisher shall cease using any Advertisement, link or any other material, Content or service made available by FIVIOLEAD and references to it, remove them from all Publisher's Websites/ Publisher's Network, where applicable.

6.6 FIVIOLEAD may cancel any given campaign via email with a notice 48 hours before the actual termination of the campaign. Those 48 hours of high-quality Traffic sent and approved by FIVIOLEAD will be included in the last invoice issued by Publisher.

6.7 Either Party may terminate the Agreement by giving the other Party not less than 48 hours written notice prior to the termination of the Agreement.

6.8. If the Fees has been paid to Publisher in advance, in the event of termination of the applicable Insertion Order Publisher shall return to FIVIOLEAD the Fees reduced by the amount that accounts for the respective Services actually performed by Publisher as of the Termination Date. Such return payment shall be performed by Publisher within 10 (ten) calendar days of the Termination Date.

## **7. CONFIDENTIALITY**

7.1 In performing of the advertising Services, each Party may be exposed to the other Party's Confidential Information. "Confidential Information" means information that (i) is marked as confidential or proprietary, (ii) is disclosed under circumstances that would lead a reasonable person to understand that the information is confidential or proprietary, or (iii) is otherwise not known to the general public. Confidential Information may include, but is not limited to, current or future: (a) information, know-how, techniques, methods, information, concepts, ideas or trade secrets; (b) any business, marketing, customer or sales information; (c) any information relating to development, design or operation of technology infrastructure; (d) any information that is received from others that either party is obligated to keep confidential; (e) passwords or other access or security codes necessary to use or provide the Advertising Services ; and (f) this Agreement and any communications related to it. Confidential Information may be disclosed in digital or electronic format, in writing, orally, visually, or in the form of drawings, technical specifications, or other tangible items which contain or manifest, in any form, the Confidential Information. Confidential Information does not include information that: (a) is or becomes generally available to the public without unauthorized disclosure; (b) is received by the disclosing party from a third party without restriction against disclosure; or (c) was known to disclosing party without restriction prior to disclosure.

7.2 The Parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than in the performance of these Terms and Conditions and the applicable IO. Each party will use commercially reasonable standards and no less care than each party uses with its own Confidential Information to protect the other party's Confidential Information from unauthorized disclosures for a period of five (5) years from the date of disclosure.

Each party acknowledges that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Section 7 and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.

## **8. MISCELLANEOUS**

8.1 FIVIOLEAD and/or its licensors/ clients own and will own all right, title and interest in and to all Advertisements whether created by FIVIOLEAD or by Publisher, and to any other materials provided by FIVIOLEAD to Publisher or created by Publisher in connection to the provision of the advertising services, together with any and all copyright, trade secret, trademark and other intellectual property rights in any such materials. Nothing contained in this Agreement shall be construed as an assignment or grant to Publisher of any ownership right in or to FIVIOLEAD's and or its licensors/ clients intellectual property rights, or any other right, title or interest in or to the Advertisement.

8.2 Any notification to either party in relation to this Agreement shall be directed to the address indicated in the relevant IO.

8.3 Nothing in this Agreement shall create any joint venture, partnership or agency between the parties.

8.4 This Agreement constitutes the entire agreement between the parties regarding its subject matter, and supersedes any prior oral or written agreement or understanding relating thereto. Neither party has relied on any representation or guarantee in entering into this Agreement.

8.5 This Agreement shall be governed by and construed according to the laws of Bulgaria. The Parties agree that any controversy or claim arising out of or relating to Agreement, or the breach thereof, shall be determined by legitimate court of Bulgaria.

8.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remainder hereof.

8.7 Each party agrees that a PDF, or electronic transmission, with signatures of this Agreement constitutes an original and legally binding document.