

Standard Terms And Conditions For Digital Marketing Services

Reference is made to the Insertion Order (the "IO") between Publisher and INFLUX for the provision of digital marketing services or other related services (the "Services") identified in the IO and any other similar document issued by INFLUX relating thereto (the "Related Document"). The standard terms and conditions below (the "T&Cs"), the IO and the description and other specifications of the Services identified in the Related Document shall be collectively referred to herein as the "Agreement".

1. Definitions. Unless otherwise specified, capitalized terms used in this Agreement have the meanings given to such terms in this Section 1.

Associated Entity means an entity which, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with a party. For this purpose "control" means the direct or indirect ownership of in aggregate fifty percent or more of voting capital.

Client means INFLUX' s client, if INFLUX is an agency or a media buyer.

Confidential Information means any confidential or proprietary information and data of the Disclosing Party or its Associated Entities, disclosed to the Recipient or its Representatives in connection with this Agreement, whether disclosed before or after the Effective Date and whether disclosed electronically, orally or in writing or through other methods made available to the Recipient or its Representatives. Notwithstanding the foregoing, for purposes of this Agreement, Confidential Information shall not include any information which the Recipient demonstrates by clear and convincing evidence is (i) at the time of disclosure in the public domain or thereafter enters the public domain without any breach of this Agreement by the Recipient or any of its Representatives, (ii) known by the Recipient before the time of disclosure, other than as a result of a prior disclosure by the Disclosing Party or its Associated Entities or the Disclosing Party' s Representatives, (iii) obtained from a third party who is in lawful possession of same and does not thereby breach an obligation of confidence to the Disclosing Party regarding such information, or (iv) developed by or for the Recipient or its Representatives through their independent efforts without use of Confidential Information; provided that, in each of the foregoing clauses (i) through (iv), no combination of features shall be deemed to be within the foregoing exceptions merely because individual features are publicly known or in the Receiving Party' s possession, unless the particular combination itself and its principle of operations are in the public domain or in the Receiving Party' s possession without the use of or access to Confidential Information. The material terms of this Agreement are deemed to be Confidential Information of each Party.

CPA (Cost Per Action) means a pricing model that calculates digital marketing payments according to INFLUX-specified "actions" in response to an ad beyond simply clicking on it, including but not limited to subscriptions, email sign-ups, activations, sales leads and

purchases.

CPL (Cost Per Lead) means the cost that INFLUX pays for an end-user who enters required information on the Creative promoted by Publisher as the Services rendered to INFLUX under this Agreement.

CPC (Cost Per Click) means a pricing model that the publisher is paid each time a visitor clicks on a given Creative and thereby being directed to a selected mobile webpage. No matter what action is taken at the selected mobile webpage, all that matters with this pricing model is that the Creative was clicked.

Creative means materials of any type used under this Agreement, including, but not limited to, buttons, banners, text-links, pop-ups, pop-unders and text, possible mobile web link, and/or graphic file or file of such other format to be displayed for the purpose of digital marketing.

Data Protection Laws means any applicable data protection or privacy Laws. It shall include (a) the EU Data Protection Directive 95/46/EC and EU e-Privacy Directive 2002/58/EC as implemented by countries within the European Economic Area ("EEA"); (b) from 25 May 2018, the EU General Data Protection Regulation ("GDPR"); and/or (c) other Laws that are similar, equivalent to, successors to, or that are intended to or implement the Laws that are identified in (a) and (b) above.

Disclosing Party means the Party disclosing or providing Confidential Information (either directly or through such Party' s Representatives) to the Recipient or the Recipient' s Representatives.

Event of Force Majeure means an earthquake, typhoon, floods or other acts of God, fire, explosion, action of governmental or military authority, upheaval, riot, war or any other major emergency that is unforeseeable and unavoidable.

Flight Dates means a period of time starting with the Commencement Date and ending with the End Date as specified in the IO.

Fraudulent Activities means by way of example only and without limitation, actual or attempted to: (i) use or encourage or facilitate others to use optimization services and/or software to fraudulently inflate impressions, clicks or other user actions or information regarding user actions; (ii) generate or facilitate actions that are based on fraudulent or deceptive practices, including the or use of deceptive implementation methods, robots or other automated tools to generate unintended user actions or encourage or facilitate any illegitimate user actions; (iii) mislead users to click on the Creative; (iv) in any way minimize or obstruct the display of any Creatives, or edit, modify, filter or change the order of the information contained in any Creatives; (v) edit the website tags, source codes, links, pixels, modules, software development kits or other data provided by INFLUX; or reverse engineer, decompile or disassemble any software components of the digital marketing services provided by INFLUX; (vi) offer or provide any unauthorized

incentives (financial or otherwise) to end users; (vii) blind text links; (viii) use unsolicited email or inappropriate newsgroup postings to promote Websites or (viii) conversions with incomplete and/or incorrect contact information (e.g. no/invalid email address, no/invalid phone number, and no/invalid physical address) and/or stolen credit cards.

Governmental Authority means any governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

Intellectual Property Rights means on a worldwide basis, any and all now known or hereafter known (i) rights associated with works of authorship including copyrights and moral rights, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patent rights and other industrial property rights, (v) intellectual and industrial property rights of every other kind and nature and however designated, whether arising by operation of law or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter existing, made, or in force (including any rights in any of the foregoing).

Law means any statute, treaty, ordinance, rule, regulation, permit, order, writ, injunction, judicial decision, decree, code or other legally binding requirement of any Governmental Authority that may be in effect from time to time.

Price means the Volume respectively multiplied by the Unit Price as specified by this Agreement.

Publisher Media means a search engine, website/wap site, application, or other media owned or operated by Publisher, or on which Publisher is otherwise legally authorized to act in the manner contemplated by this Agreement.

Recipient means the Party receiving the Confidential Information (either directly or indirectly through such Party' s Representatives) from the Disclosing Party or the Disclosing Party' s Representatives.

Representatives means, with respect to a particular Party, such Party' s (i) Associated Entities, (ii) officers, directors and employees, (iii) attorneys, accountants and financial advisors, and (iv) officers, directors and employees of such Party' s Associated Entities, who shall each be legally obligated to observe and perform the obligations of such Party and to keep and treat the Disclosing Party' s Confidential Information received hereunder in a manner consistent with the terms hereof.

Unit Price means the average cost of a unit, which is specified in the IO and may vary considerably according to the applicable Pricing Model.

Volume means (i) the inventory (e.g., the amount of clicks, impressions, installations or other desired actions) where the CPA or CPL pricing models apply; or (ii) the amount of other deliverables as specified in the IO.

Wap Site means a HTML document containing a set of information (similar to Website) available using mobile device via GPRS. Website means a HTML document containing a set of information available via the Internet. For purpose of this Agreement, whatever is applicable for Websites, the same is valid for WAP Sites.

2.Implementation.

2.1 Grants. During the term of this Agreement, INFLUX grants Publisher a non-exclusive, non-transferable, revocable license to use, reproduce, transmit and distribute the Creative, solely in accordance with the details set forth in the IO. Moreover, solely for the purpose of Service, INFLUX hereby grants Publisher a limited, royalty free, non-transferable, non-exclusive right to use INFLUX' s trademark, trade name, service mark and domain name, and any visual representations thereof, including logos, designs, symbols, word marks, images, colors and color combinations, trade dress and characters, and any other publicity rights or indicia of ownership owned or used by INFLUX or its Associated Entities.

2.2 IO Details. During the Term of this Agreement, the Parties may from time to time sign new IOs subject to the terms of this Agreement. As applicable, each IO will specify: (i) the Volume and pricing model; (ii) the Unit Price; (iii) the maximum amount of money to be spent; (iv) the Commencement Date and End date of the campaign; and (v) the identification of the Parties. Other items that may be included are, but are not limited to, reporting requirements, any special Creative delivery scheduling and specifications concerning ownership of data collected. Revisions to confirmed IOs will be made in writing (which, unless otherwise specified, for purposes of this Agreement, will include paper or e-mail communication) and acknowledged by the other party in writing.

2.3 Restrictions. Publisher shall not:

- (a) By accessing the Services, store, transmit, distribute, disseminate, publish or post any content in such a way as to breach any applicable Law, INFLUX policy or guideline, or to infringe the rights (in particular, the Intellectual Property Rights) of, or restrict or inhibit the access to and enjoyment of the Services by, any other person;
- (b) By accessing the Services, deliberately, recklessly, or maliciously introduce any computer viruses, worms, software bombs or similar items on to any INFLUX or third party systems;
- (c) Share, display or disclose any Creative that may be considered to contain the following content: (i) any content that contains or promotes concepts that are hateful or disparaging towards any race, religion, gender, sexual orientation or nationality; (ii) any content that promotes firearms, bombs and other weapons or how-to guides for any of the above; (iii) any content that contains false, misleading or deceptive representation (as

determined by INFLUX at its sole discretion); (iv) any content that contains, promotes or links to indecent, obscene or highly explosive subject matter (as determined by INFLUX at its sole discretion); (v) any content that facilitates or promotes illegal file-sharing (MP3s, copyright protected video, or the equivalent); (vi) any adult-oriented content, including without limitation to, sexually suggestive content, images containing exposed skin and nudity, dating services, international bride services, and adult merchandise, unless permitted under applicable law and Publisher obtains prior written authorization from INFLUX; (vii) any content that contains or promotes illegal activities, including without limitation to hacking, phreaking or phishing; or (viii) any content that has the potential to create liability for INFLUX or cause INFLUX to violate the requirements of or to lose the services, in whole or in part, of other Internet service providers.

3.Price, Payments, Taxes and Costs.

3.1 Reporting. The Price will be solely based upon the Volume compiled by INFLUX tracking and reporting system(s). INFLUX will provide the Publisher with a report on [weekly] basis, unless otherwise agreed in the IO detailing the Volume in relation to the campaigns. The aforesaid report will be broken out by day and be sent by the [7th] of every following [week]. Publisher agrees to accept the INFLUX report as the official basis for measuring the Volume and acknowledges that it shall not be entitled to any further information on the Volume. Publisher agrees that INFLUX will only be liable for payments solely to the extent proceeds have cleared from Client to INFLUX for Services in accordance with the IO. Publisher further acknowledges that in some cases, INFLUX will need to make adjustments to reported statistics due to specific contractual provisions (e.g., Fraudulent Activities), statistical errors, or third party tracking provided by Client.

3.2 Invoices. Unless INFLUX requests, INFLUX will pay Publisher without any invoices issued by Publisher. If invoices are requested by INFLUX, invoices will be sent to INFLUX' s billing address as set forth on the IO and will at a minimum contain the IO number, company name, campaign 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. In this case, Publisher must send the invoices in time, otherwise INFLUX shall not bear any liability of late payment therein.

3.3 Payments. INFLUX shall pay the Price in full to Publisher within [7]days ("Payment Term") based on the INFLUX report subject that Publisher shall provide valid W-9, W-8BEN-E, W-8BEN to INFLUX. INFLUX reserves the right not to pay until duly receive such aforementioned forms from Publisher.. All amounts payable to Publisher under this Agreement will be paid in US Dollars to Publisher' s designated bank account or ACH account. No currency other than US Dollars will be applicable under this Agreement. Publisher may update its account information to receive payment from time to time during the Term by providing INFLUX with the update.

3.4 Taxes, Costs. The Parties agree that any taxes imposed on a party by any governmental authority in connection with the execution and performance of this Agreement shall be paid by that party. If any withholding tax is imposed by any relevant tax authority with respect to any sums due to Publisher hereunder, then such sum will be paid to Publisher after deducting the amount of such withholding, and INFLUX shall pay such withholding tax to the relevant authorities and provide Publisher with a copy of tax receipts thereof.

3.5 Transfer Fees. Regardless of payment method, any commission fees regarding to the money transfer shall be borne by Publisher except commission fees from INFLUX' s side.

3.6 Minimum Threshold. Notwithstanding anything to the contrary in this Agreement, Price generated for a given month amounts to less than one thousand US Dollars (\$1,000.00) will be accumulated to prices of the following Payment Term until the aggregate amount of payable Price has exceeded the said threshold; if Publisher requests payment from INFLUX for Price less than the said threshold, INFLUX shall wire the Price to Publisher but all commission fees will be borne by Publisher.

4.Warranties, Indemnities, and Limitation of Liability.

4.1 Warranties. Both parties hereby represent that they are authorized to enter into this Agreement. Except as expressly set forth in this Agreement, neither party makes and each party specifically disclaims any representations or warranties, express or implied, including any warranty of merchantability, fitness for a particular purpose, title and non-infringement, and warranties implied from course of dealing or performance.

4.2 Publisher's Representations. Publisher represents and warrants that it has and will have full power and authority to fulfill all of its obligations hereunder and in doing so it will not breach any existing contractual obligations with third parties and that it is authorized to bind any third parties necessary to create and fulfill the specified obligations.

4.3 Indemnification.

4.3.1 Publisher agrees to hold harmless, defend and indemnify INFLUX and its Associated Entities, and their respective officers, directors, shareholders, employees, agents and other Representatives, against any pending, threatened, resolved or settled Third Party claims, liabilities, demands, judgments or causes of action, and costs and expenses related thereto (including reasonable attorneys' fees and costs) (collectively "Claims"), arising out of: (i) Publisher' s breach of its representations, warranties, liabilities or obligations under this Agreement, including Publisher' s Creative breach of any applicable Law; (ii) Publisher or its Representatives' breach of any applicable Law or failure to advise INFLUX of the requirements of any applicable Law (including without limitation any Data Protection Laws); or (iii) any gross negligence or willful misconduct of

Publisher or its Associated Entities or any of their respective directors, officers, employees, contractors, agents or other Representatives.

4.3.2 INFLUX agrees to hold harmless, defend and indemnify Publisher and its Associated Entities, and their respective officers, directors, shareholders, employees, agents and other Representatives, against any Claim arising out of: (a) any breach of this Agreement by INFLUX; or (b) any gross negligence or willful misconduct of INFLUX or its Associated Entities or any of their respective directors, officers, employees, contractors, agents or other Representatives.

4.3.3 In claiming any indemnification hereunder, the Indemnified Party shall promptly provide the Indemnifying Party with written notice of any Claim which the Indemnified Party believes falls within the scope of the foregoing Section 4.3.1 or 4.3.2. The Indemnified Party may, at its own expense, assist in the defense if it so chooses; provided that the Indemnifying Party shall control such defense and all negotiations relative to the settlement of such claim and further provided that any non-monetary settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's written consent.

4.4 Limitation of Liability. Neither party shall be liable to the other or any third party claimant for any indirect, special, punitive, consequential, or incidental damages, including, lost profits arising out of, or related to this Agreement, however caused and on any theory of liability including but not limited to negligence, even if such party has been advised of the possibility of such damages. In any event, INFLUX's total liability to the Publisher, or any third party claimant in respect of any losses arising under or in connection with this Agreement or related thereto, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate payment actually made by INFLUX for the Services over the three (3) months period to the claim. For the avoidance of doubt, nothing in this Agreement excludes or limits either party's liability for fraud, gross negligence, death or personal injury or any other matter to the extent such exclusion or limitation would be unlawful.

5. Cancellation, Term and Termination.

5.1 Term. This Agreement shall be effective as of the Effective Date and shall be effective for an indefinite period unless one party by providing 30 days' written notice to the other Party for termination..

5.2 Termination. Each Party acknowledges and agrees that this Agreement may be terminated by the mutual written agreement of the Parties. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party hereto if the breaching Party fails to cure the breach within 30 days after receiving written notice of such breach from the non-breaching party.

5.3 Cancellation of the IO Without Cause. Unless designated on the IO as non-cancelable, either INFLUX or Publisher may cancel the IO, with a 48 hour written notice.

5.4 Cancellation of the IO For Cause. In addition to or in lieu of any other remedy to which INFLUX may be entitled under this Agreement or under applicable Law, INFLUX may, at its option, without liability or penalty, suspend the fulfillment of or cancel any Insertion Order: (i) if Publisher breaches its obligations by violating the same INFLUX policy three times (and such policy was provided to Publisher) and receives timely notice of each such breaches (no matter whether Publisher cures such breaches or not); or (ii) if this Agreement is terminated due to Publisher' s breach in accordance with Section 5.2 above or if INFLUX has provided Publisher with a notice of breach of this Agreement in accordance with Section 5.2 above;

6. Confidentiality.

The Parties hereby agree that in receiving Confidential Information pursuant to this Agreement, it shall (a) use the Confidential Information only to fulfil its obligations pursuant to this Agreement; (b) treat all Confidential Information of the disclosing party as secret and confidential and shall not copy or disclose any such Confidential Information to any third party; (c) not, without the written consent of the disclosing party, disclose the Confidential Information or any part of it to any person except to the receiving party' s directors, employees, parent company, subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by appropriate confidentiality and non-use obligations; and (d) comply promptly with any written request from the disclosing party to destroy or return any of the disclosing party' s Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party' s power or possession.

7. Privacy and Data Protection.

7.1 For the purposes of this Section 7, the terms "data controller", "data subject", "personal data", " personal data breach " , and "processing", shall have the same meanings ascribed to them under Data Protection Laws.

7.2 Publisher agrees to comply with (a) its obligations relating to personal data that apply to Publisher under applicable Data Protection Laws (including applying appropriate technical and organizational security measures to prevent the occurrence of a personal data breach) under or in connection with this Agreement; and (b) INFLUX' s Privacy Policy available at INFLUX' s official website (<https://influxtec.com>, the "Official Website"). Due to the rapidly evolving technologies on the Internet, INFLUX reserves the right to occasionally update this Privacy Policy. All revisions will be posted to this Official Website.

7.3 Publisher will ensure that it has provided adequate notices to and obtained valid consents from data subjects (including without limitation all individual end-users), in each case, to the extent necessary for INFLUX to process their personal data or other information in connection with this Agreement and as described in the INFLUX Privacy Policy including, without limitation for direct marketing activities and international transfers of personal data outside of the EEA. Publisher shall notify INFLUX in writing within 24 hours upon receiving User' s objection to or withdrawal of User' s consent. Publisher will on request provide records of consents obtained to INFLUX.

7.4 Publisher will not by act or omission, cause INFLUX to violate any Data Protection Laws, notices provided to, or consents obtained from, data subjects as result of processing personal data in connection with or INFLUX otherwise performing this Agreement.

7.5 Publisher warrants that it has provided adequate notices to, and obtained valid consents from, its employees, in each case, to the extent necessary for INFLUX and/or its, affiliates to send direct marketing by email to Publisher' s employees in relation to the products and services of INFLUX and/or its affiliates, in accordance with the INFLUX Online Privacy Policy (<https://influxtec.com>). Publisher will provide on request records of all consents obtained from its employees to INFLUX and shall notify INFLUX in writing within 24 hours of Publisher receiving employee' s objection to or withdrawal of consent.

8. Force Majeure.

Neither party will be liable for a delay or default in the performance of its respective obligations under this Agreement if such delay or default is caused by the Event of Force Majeure. If an Event of Force Majeure constitutes for a period of 5 Business Days, either party has the right to cancel the relevant IO without penalty. However, such cancellation will not alter a party' s liability for payments due as at the time that the Event of Force Majeure commenced.

9. General.

9.1 Notices. All notices, modifications, instructions, demands, consents, approvals and other communications to be given or delivered under or by reason of the provisions of this Agreement by either Party shall be in writing and shall be deemed to have been given: (a) when personally delivered; (b) when delivered by an internationally recognized courier service; or (c) when sent by email to the Contact Person specified in the IO. Notices, instructions, demands, consents, approvals and other communications to the Parties will be sent to the relevant addresses set forth on the signature page, and a copy thereof shall be also sent to the attention of the "Legal Department" at the same address. A Party may change its notice address and contact person by giving written notice to the other Party in the manner provided for in this Section 9.1.

9.2 Waiver. No waiver of any of the provisions of this Agreement shall be valid unless in writing signed by the Party against which the waiver is sought to be enforced. No waiver by either party of any breach of or failure of performance shall be deemed a waiver as to any subsequent breach or failure of performance, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of a Party to enforce any provision or to exercise any right or remedy shall not constitute a waiver of such Party' s rights or the other Party' s obligations.

9.3 Assignment. Neither Party may directly or indirectly assigns or otherwise transfers its rights or obligations under this Agreement in whole or in part without the express written consent of the other Party. Any assignment or transfer or attempt to assign or transfer of this Agreement or the rights granted herein without the written consent of the other Party shall be void.

9.4 Governing Law. This Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Hong Kong S.A.R.

9.5 Dispute Resolution. Any dispute arising or in connection with this Agreement will be resolved through friendly consultation between the parties. In case no settlement can be reached, the disputes shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. During the course of arbitration, this Agreement shall continue to be performed except for the part which the parties are disputing and which is undergoing for arbitration. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

9.6 Governing Language. This Agreement is executed in English. If necessary, it may be translated into other languages. However, if there ' s any conflict, ambiguity or discrepancy between the English version and a version in any other language, the English version shall prevail.

9.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered to be an original, but all of which together will constitute one and the same instrument.

9.8 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or meaning of this Agreement or any portion hereof.

9.9 Entire Agreement. This Agreement (together with the applicable IO) constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement replaces and fully supersedes any prior verbal or written understandings, communications, or negotiations between the parties.