

1. PURPOSE OF THE CONTRACT

Article 1. (1) The Client assigns and the Provider undertakes to provide the following services:

- facilitation in the process of opening the Account(s) for the Client on the Advertising Platform(s): Google, Facebook, Taboola, DV360, Outbrain, Outbrain's DSP, TikTok, Bing agreed by the Parties.

- conduction of payments to Advertising Platforms for placement of the Client's advertisement content on behalf of and at the expense of the Client and related services (hereinafter referred to as the "**Services**").

(2) For the purposes of this Contract the following terms shall have the following meaning:

"Advertising Platform" shall mean online platform (including without limitation websites, social media, and other internet platforms) inter alia for placement and management of the advertisement.

"Account" shall mean an account on the Advertising Platform created for the Client within this Contract with the use of which inter alia the Client can publish its advertisement content in the respective Advertising Platform.

"Budget" is the sum payable to the Advertising Platform for the placement of advertisements per respective period.

(3) Prior to the provision of the Services the Parties shall agree upon:

(a) the requirements for the type of Account(s) which will be created for the Client within the provision of Services – via email addresses of the Parties.

(b) the amount of the Budget (via email addresses of the Parties) and commission percent (by signing the appropriate annex hereto).

2. BUDGET AND COMISSION

Article 2. For the provision of Services with the use of Advertising Platforms, the Client shall transfer to the Provider the desired daily, weekly or monthly budget. The Provider uses the Budget to pay for the publishing of the Client's advertisements on the respective Advertising Platform(s).

(1) The Budget is paid in advance to the Services provided as specified in Article 2(2) herein and its specific amount is agreed by the Parties via the exchange of e-mails between the Parties and can be no less than the minimum amount set by the Provider according to Advertising Platforms' requirements.

(2) The amounts of Budget and Provider's remunerations are paid by the Client within 3 (three) calendar days from the moment of sending of the respective invoice by the Provider.

(3) The bank charges shall be paid by the Client. The Provider shall supply an invoice against each payment from the Client.

Article 3. Fees and Payment Terms:

3.1 Ad Account Setup Fee

The Client agrees to pay the Seller a one-time setup fee for each advertising account provided. The setup fee varies depending on the service provided by the provider (e.g if BM, Fan Pages, Personal Profile is included in FB); if there will be websites attached to the account; if there are special arrangements that have taken place. The setup fee that both parties have agreed upon is stated in the "Proposal for Cooperation".

3.2 Commission

The Client agrees to pay a commission on their ad spend. The commission percentage that both parties have agreed upon is stated in the "Proposal for Cooperation".

3.3 Payment Schedule

All payments for services are due within 3 days of the invoice date. Late payments may incur a late fee which is calculated by the provider depending on the delay.

3.4 Payment Method

Payments will be made by bank wire at 1% transaction fee or crypto at 2% transaction fee to the Seller's designated account, as provided in the invoice.

Article 4. Refund of budget:

4.1 In case of Account suspension or the Client's request of a refund of a transferred but unspent Budget, the Provider undertakes to refund the amount within 15 (fifteen) days from the day of the receipt of the written Client's request, withholding the Provider's remuneration (commission) paid on that amount on pro-rata basis and excluding the set-up fee.

4.2 If the amounts claimed for refund are already loaded into the respective Advertising Platform(s), their refund shall be determined entirely by the internal rules of the respective Advertising Platform(s) of which the Client shall be informed prior to the Services provision by signing the respective Annex hereto. The Client understands and agrees that the Provider is not responsible for the refund of the amounts specified in this Article 4.2, their net amount, the time limits for this and for the delay or failure of the respective Advertising Platform to provide the refund of the Budget requested by the Provider. The Provider's obligation constitutes solely a submission of a request to the respective Advertising Platform for the amounts of Budget to be refunded. The Provider undertakes its best commercial efforts to ensure the refund to the Client but cannot guarantee the refund. In case the respective Advertising Platform delays the refund to the Client or violates its internal rules in this respect, the Provider shall assist the Client as reasonably necessary to mitigate the violation.

Article 5.1. (1)The Client assures the Provider that he has researched, familiarized himself with and correctly reproduced the respective Advertising Platform's official refund terms specified in Article 4.2.

(2) The Provider undertakes to take any necessary actions towards the respective Advertising Platform if a refund is needed as per their agreement and the respective Advertising Platform's refund terms taking into consideration provisions of the Contract related hereto including without limitation Article 4 of the Contract.

(3) The Client understands and accepts that the Provider cannot influence the respective Advertising Platform's refund terms and that both Parties shall comply with them.

(4) The Provider shall not be held responsible for the actions or inactions on the part of the respective Advertising Platform that does not correspond with its own refund terms and may cause detriment to the Client.

(5) The Provider does not conduct refunds if the Services cannot be provided due to a fault that is not caused by the Provider.

(6) The Provider reserves the right to withhold actual pre-paid commission as the Provider's compensation for the refund procedure.

(7) The Provider has the right not to conduct refunds if the Client changes the initially pre-approved landing page for Whitehat campaigns without prior notification and agreement from Provider side.

Article 5.2. (1) In case the conditions for a refund are met, the user must take the following steps: upon a written request from the Client, the Provider connects the Advertising Platform and submits a refund request to such Advertising Platform.

(2) The respective user's refund application is processed within 5 working days of its submission to the Advertising Platform.

(3) When a refund is approved the money is transferred back to the user within 20 working days in the following manner: bank transfer.

(4) For the refund procedure, the Client pays a 1% administrative fee for a bank wire refund, and a 2% administrative fee for a crypto refund.

(5) These terms are applicable for the following Advertisement Platforms: "Adform", "Bing", "Facebook", "Google Ads", "DV360", "Outbrain", "Taboola", "Verizon" and "TikTok".

(6) Refund terms established herein shall not be applicable for the set-up fee. The Provider shall conduct the refund of the set-up fee only if the respective Account was blocked due to the Provider's fault.

3. OBLIGATIONS OF BOTH PARTIES

Article 6. Responsibilities of the Provider

(1) The Provider will ensure that the account(s) are in good standing and comply with all applicable advertising platforms' policies.

(2) The Provider will provide the Receiving Party with any necessary account credentials, access permissions, and tools to facilitate effective management of the account.

(3) The Provider agrees to promptly inform the Receiving Party of any changes to account settings, passwords, or any technical issues that may affect access.

Article 6.1 Responsibilities of the Client

(5) The Client agrees to use the ad account solely for the purpose specified in this Agreement and in accordance with all applicable platform's terms, policies, and guidelines, as updated from time to time.

(6) The Client shall not misuse the account, including but not limited to engaging in fraudulent activity, creating unauthorized campaigns, or altering settings without the Provider's consent.

(7) The Client will ensure that all actions performed within the provided account are documented and communicated to the Provider as needed.

Article 6.2 Limitation of Liability and Warranties

(8) The parties are not liable for non-fulfilment, in whole or in part, of obligations under this Contract because of the insurmountable force of a natural or social nature (force majeure). Obstacles of inevitable force (force majeure) include without limitation: any extraordinary events, namely war or military actions, epidemics, fires, natural disasters, accidents in the power supply networks, amendments of the current legislation that can prevent the Party from the fulfilling of obligations hereunder or cause changes to pricing and performance procedure, as well as any other events that may be recognized by the court as an obstacle of inevitable force. The Party failing to fulfil its obligations hereunder due to obstacles of inevitable force (force majeure), shall notify another Party of the failure no later than within 7 (seven) calendar days after the arising of such obstacles. Late notice on force majeure waives the right of the Party to justify the failure by reference to such obstacles.

4. CONFIDENTIALITY

Article 7. Intellectual Property Rights and Confidentiality

(1) All hardware, software, programs, passwords, trade names, technologies, licenses, patents, trademarks and

technical knowledge used by the two parties shall be owned by their respective owners without any defects of right, and the other party or any third party shall have no rights or interests in this regard;

(2). Either party shall not disclose to any third party or make public the confidential data or information, trade secret, technical secret, and other issues which shall be kept confidential of the other party known or made available to the party by signing or performing this contract (hereinafter

referred to as "confidential information") during the contract period and within two years after the contract is terminated;

Article 8. General Obligations

(a) Either party shall keep confidential the confidential information obtained from the other party and shall not disclose it to any third party without the prior written consent of the other party, except as provided in Article 8 (b)

(b) At the request of the other party, either party shall return or destroy or otherwise dispose of any documents, materials or software containing the confidential information of the other party and shall not use such confidential information any more.

Article 9. Disclosure of Confidential Information

(1)The disclosure of trade secrets by either party under any of the following circumstances shall not be deemed as a breach hereof:

(a) The information has already been known to the public at the time of disclosure;

(b). The information is disclosed with the prior written consent of the other party;

(c). The information is disclosed by one party as required by the judicial department of the government with jurisdiction over the party in performing official duties in accordance with the European laws and regulations, provided that the party has informed the other party in writing of the exact nature of the trade secrets to be disclosed prior to such disclosure.

9.1. The above 2 articles shall survive the rescission, termination or cancellation of this Contract.

5. TERM

Article 10. (1) This Contract shall commence from the moment of its signing by the Parties and is valid for 1 (one) year, but in any case, remains valid and binding until the fulfilment of the obligations by the Parties as provided hereunder.

6. TERMINATION OF THE CONTRACT

Article 11. (1) This Contract may be terminated:

1. by mutual agreement between the Parties in writing.
2. in case of objective impossibility of one of the parties to fulfil its rights and obligations under the Contract.

3. unilaterally by:

(a) the Client with at least a 1-month written notice addressed to the Provider.

(b) the Provider with at least 1-month written notice addressed to the Client.

(2) This Contract may be terminated in case of culpable default of one of the parties, with a written statement from the correct to the faulty party, which gives an appropriate deadline for execution, after the expiration of which, in case of continued lack of performance, the correct party will consider the contract to be terminated.

7. OTHER CONDITIONS

Article 12. (1) The invalidity of individual provisions of this Contract does not imply the invalidity of the entire Contract.

(2) This Contract can be amended or supplemented only with the consent of both Parties, expressed in writing.

Article 13. Any dispute concerning the existence and effect of the Contract or in relation to it or its violation, including disputes and disagreements concerning its validity, interpretation, termination, performance, or non-compliance will be settled by the parties in the spirit of partnership. If no agreement is reached, the dispute will be referred to the competent Arbitration Court of the BCCI (Bulgarian Chamber of Commerce and Industry) for resolution.

Article 14. This Contract shall be construed and enforced under the laws of the Republic of Bulgaria.