

## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (this “**Agreement**”), which is concluded between **adiiix Limited** and the **Advertiser**, shall be deemed to be incorporated into any Insertion Order between the parties.

### **RECITALS:**

- A.** SSP is a supply side platform that enables Advertisers to “plug into” exchange and to make their inventory available for the purpose of delivering an advertisement.
- B.** DSP is a demand-side platform authorized to deliver digital advertising services to the SSP.
- C.** DSP has the experience and capability to provide such Services.

**NOW THEREFORE** in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **1. SERVICES**

Advertising Services (“Service”): Before “Advertiser” use the adiiix Service, you need agree as followings:

- (a) This site usage agreement governs your use of the adiiix website located at [www.adiiix.com](http://www.adiiix.com) and all associated sites linked to [www.adiiix.com](http://www.adiiix.com) by adiiix, its subsidiaries and affiliates, including ad serving and all supportive services around the world. The adiiix website is the property of adiiix.
- (b) Self-service – all advertising services that are provided through tools on adiiix website. You agree that if you wish to use Self-service, your Campaign(s) will be created and managed by you. Upon your request adiiix can provide help and support, however, all actions should be done by you through your adiiix account; or
- (c) Dedicated campaign management service – all advertising services that are provided by adiiix managers. You will be allocated a personal traffic manager who will manage your Campaign(s) according to your needs and requests. For such type of advertisement service, a separate insertion order must be applied for each created Campaign to further regulate Campaign parameters.
- (d) You can become an adiiix Advertiser if you are a natural person with full active legal capacity or you are a legal person and you comply with adiiix general terms and conditions. In order to become an Advertiser on the adiiix platform, you must first apply for an adiiix account via adiiix website following adiiix account user agreement (if you wish to use Self-service) or register yourself as an Advertiser by directly contacting adiiix (in case you wish to use Dedicated campaign management service) and submit your Site(s) for acceptance by adiiix. To submit your Site you must follow the guidelines provided in adiiix general terms and conditions.
- (e) By registering your account you confirm your understanding and unreserved acceptance of adiiix general terms and conditions.

- (f) You agree to comply with the Terms and Condition on the [www.adiix.com](http://www.adiix.com) and this Agreement. In the event of a conflict between the Terms and Condition and this Agreement, this Agreement takes highest priority followed.

## 2. PAYMENT

**2.1 Payment Terms.** Upon adiix's approval, Advertiser may prepay the deposit amount as stated in the Insertion Order. The deposit will refund with no interest if the Agreement is terminated and Advertiser don't breach this Agreement or the Terms and Condition. Advertiser shall also prepay the fees or pay the fees in arrears. Advertiser shall pay adiix the invoice amount in full in cash or by T/T or check pursuant to the payment terms referred to in the agreement or Booking Form. All of the fees paid by Advertiser are non-refundable.

**2.2 Currency.** Unless otherwise noted, all payments shall be made in US Dollars.

**2.3 Payment Calculations.** Advertiser shall pay adiix the fees incurred by the Service in the currency and under the payment method designated under the agreement or Booking Form. adiix provides and you may choose from the following types of Campaigns depending on the required pricing model:

Cost per Lead (CPL): every subscription by a user referred by an Advertiser

Cost per Mil (CPM): each 1000 impressions (i.e. the appearance of the advertisement on the user's screen)

Cost per Action (CPA): each agreed and specified action

Cost per Click (CPC): each time the advertisement is clicked

Cost per Sale (CPS) (fixed price): a fixed price for each order (sale) from a user referred by a Advertiser or

Cost per Sale (CPS) (%): a percentage of each order (sale) from a user referred by an Advertiser

**2.4 Invoices.** Where adiix agrees Advertiser to pay the fees in arrears, adiix will issue an invoice immediately at the end of the activity under the agreement or Booking Form, or send the invoice to Advertiser at the mailing address or via the email box provided by Advertiser.

## 3. ADVERTISER'S GUARANTEE, and OBLIGATIONS

### 3.1 Guarantee

- (a) The Advertiser undertakes to ensure that you have all necessary rights, permits and licenses for the display of the Campaign ads and the operation of your Sites and business activities in the selected countries. If the Advertiser breaches this obligation, adiix will be allowed to terminate the Contract with you prematurely without prior notice, without prejudice to the damages that adiix may demand from you. In addition, you must ensure that the content of your ads and your Site follow all guidelines provided in adiix general terms and conditions, including in the quality agreement. Any Campaign published under the responsibility of the Advertiser.
- (b) The Advertiser declares and guarantees that any Campaign is in accordance with the laws and regulations in force, especially Internet and advertising laws and does not infringe any third party's intellectual property rights or privacy.

- (c) adiiix reserves the right to refuse or to delete any Campaign which does not comply with laws and regulations in force. In this case, no indemnity shall be claimed by the Advertiser to adiiix.

### **3.2 Advertisers Obligations**

- (a) In order to ensure a good experience for Internet users and Advertisers, your participating in the adiiix program is required to follow this Advertiser quality guideline.
- (b) You undertake to ensure that you have all necessary permits and licenses for the display of the Campaign ads and the operation of Advertiser sites and business activities in the selected countries. In addition you must ensure that the content of the ads and your Site are following all guidelines provided in adiiix general terms and conditions.
- (c) You declare and guarantee that your Campaign, including the Advertiser Site does not contain any of the material of the type identified in Schedule 1 to this Terms and Conditions.
- (d) You agree to inform adiiix promptly of all significant changes to the look and/or content of your Campaign ads and Sites.
- (e) It is your responsibility to ensure that your Campaign, including your Campaign ads and Advertiser sites, met this Advertiser quality guideline at all times. adiiix has the right to check your compliance with this policy at any point during the time your Contract with adiiix is valid.

## **4. TERM & TERMINATION**

### **4.1 Term**

### **4.2 Termination**

- (a) adiiix may terminate this Service at any time, with or without cause. Advertiser may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to adiiix; provided, however, that any Advertising being delivered pursuant to an Insertion Order will continue to be delivered until the Insertion Order expires as defined in such Insertion Order.
- (b) Any termination under this Section 12 will be without prejudice to any rights of you or us with respect to any breach committed prior to the date of (or giving rise to) such termination and to those provisions of the Terms and Conditions, which are specified, or by their construction intended to survive, such termination.

**4.3 Return/Destruction of Confidential Information** Within thirty(30) days of any termination or expiration of this Agreement, each party will return to the other party or destroy all Confidential Information of the other party.

## **5. INTELLECTUAL PROPERTY**

## 5.1 Services, Exchange and Platform

(a) Subject to your compliance with this site usage agreement, adiiix grants you a revocable, limited, non-exclusive, non-transferable and non-sublicensable license to access and use adiiix services and products (including scripts, software, promo materials etc.).

(b) You may not copy, modify, distribute, sell, or lease any part of our services or included products, nor may you reverse engineer or attempt to extract the source code of that product, unless you have explicit written permission. You will not remove, obscure, or alter copyright notice, brand features, or other proprietary rights notices affixed to or contained within any adiiix services, products, site, content and documentation.

(c) adiiix will not bear any liability toward Advertiser or any third party's website. Advertiser hereby agrees, represents, warrants and undertakes that: (i) Any "information" provided or accessed on the websites related to the agreement or Booking Form and/or Advertiser's website will be updated from time to time to ensure the accuracy and promptness of the information. (ii) Any information as provided shall be created by Advertiser originally, or Advertiser has acquired all of the licenses required for the text, network links, images, charts, voices or films used under the agreement or Booking Form, and Advertiser will bear all necessary royalties and license fees (e.g. the related fees of entities licensing copyright).

**5.2 SSP Marks** Each party agrees to not use the other's Marks without express written consent.

**5.3 Data** adiiix shall be responsible for providing the related advertisement materials (including but not limited to, any text, network links, images, charts, voices or films, hereinafter referred to as the "advertisement materials" collectively) according to adiiix's advertisement policies and requirements, and agree to undergo adiiix's review prior to release of the advertisement materials. adiiix shall be entitled to conduct review before running any advertisements on behalf of Advertiser. Where the information or advertisement materials provided by Advertiser do not meet adiiix's criteria governing review on advertisements, adiiix shall be entitled to reject, cancel, stop or remove any advertisements, information or positions. adiiix shall not be liable for any damages caused to Advertiser therefor, if any, and adiiix's personnel shall not bear any liability therefor, either.

**5.4 Advertisements** adiiix's review on the advertisement materials provided by Advertiser does not constitute adiiix's liability or obligation to guarantee. Where the broadcast of Advertiser's advertisement materials results in punishment or charge by any competent authority or third party, Advertiser shall be liable for it solely.

## 6. CONFIDENTIALITY

**6.1 Definition.** "Confidential Information" means any information disclosed by you to us or us to you, either directly or indirectly, in writing, orally, or by inspection of tangible objects



Confidential

that is designated as “Confidential,” “Proprietary,” or some similar designation. Information communicated orally and/or other intangible information will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing adiiix third party. Confidential Information will not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving Advertiser the time of disclosure by the disclosing Advertisers shown by the receiving party’s files, records, and/or other competent evidence immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession.

## **6.2 Obligations.**

The receiving party will not at any time (i) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information of the disclosing party (except to disclose or make available to, in your case, your employees, and in our case, our employees, agents, representatives, contractors, account managers, and Affiliates, in each case who have a legitimate need to know such Confidential Information), or (ii) use, reproduce, or copy any Confidential Information of the disclosing party, except as necessary in connection with the purpose for which such Confidential Information is disclosed to the receiving adiiix the disclosing party, or in connection with or as set forth in the Terms and Conditions. All Confidential Information will remain the disclosing party’s property and all documents, electronic media, and other tangible items containing or relating to any Confidential Information of the disclosing party will be delivered to the disclosing party promptly upon the disclosing party’s written request. Notwithstanding the foregoing, neither we nor you will be required to remove copies of the other party’s Confidential Information from any backup media or servers.

## **6.3 Exceptions.**

Nothing contained in the Terms and Conditions will prevent you or a adiiix Company from complying with privacy laws and regulations. The receiving party may disclose Confidential Information of the disclosing party in connection with subpoenas, court orders, other legal processes, or as otherwise required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to such disclosure and takes reasonable steps to protect the information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement. Notwithstanding anything to the contrary in the Terms and Conditions, all data and information gathered or received by us in connection with the Advertising, including your Confidential Information, and all information described in our privacy policy may be shared with and used by (x) the adiiix Entities (and you acknowledge the country of the adiiix Entity receiving the data or information may not afford the same level of protection of such data as the country in which the data or information was collected), and/or (y) certain selected third parties only in aggregate form.

# **7. INDEMNIFICATION**

## **7.1 Indemnification**

- (d) Advertiser, at its own expense, will at all times indemnify, defend, and hold harmless the adiiix Entities from and against any and all claims, demands, liabilities, costs, and expenses, including reasonable expenses of investigation and reasonable legal fees and costs, in connection with any third-party claim, suit, action, allegation, or other proceeding brought against any of the adiiix Entities based on, arising out of, or relating to (i) Advertiser's breach of any of its representations or warranties under this Agreement, (ii) Advertiser's modification of the Advertising in any way in violation of the Agreement, (iii) the use of the Advertising in violation of the Agreement, or (iv) an allegation that Advertiser Media infringes any applicable copyright laws. In connection with any indemnity claim, the Advertiser, at its option, will have sole control of the defense of the claim and all negotiations for any settlement or compromise, provided that a adiiix Entity is entitled to participate in its own defense at its expense. Advertiser will not enter into any settlement or compromise of any claim, which settlement or compromise would result in any liability to a adiiix Entity, without such adiiix Entity's prior written consent.
- (e) The indemnified party (i) will give the indemnifying party prompt notice of the relevant claim (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent prejudiced by such failure or delay), and (ii) cooperate reasonably with the indemnifying party, at the indemnifying party's expense, in the defense of such claim.

## 8. GENERAL

**8.1 Governing Law** The terms of the Agreement and any dispute relating thereto or between you and us will be governed by the laws of Hong Kong Special Administrative Region. All claims, causes of action or disputes (regardless of theory) arising out of or relating to the Agreement, or the relationship between Advertiser and adiiix, shall be brought exclusively in the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in Chinese

**8.2 Assignment** adiiix may assign all or any of its rights and obligations under this Terms and Conditions. Advertiser will not assign or otherwise transfer any of its rights and obligations under this Terms and Conditions without the prior written consent of adiiix.

**8.3 Notices** All notices hereunder shall be in writing or email, and shall be given personally, by certified or registered mail, by facsimile, or by same day or overnight courier to the address set forth below.

<p><b>If to Advertiser:</b></p> <p>As stated in the Insertion Order</p>	<p><b>If to adiiix:</b></p> <p>adiiix Limited</p> <p><b>Room 2103, Futura Plaza, 111 How Ming Street, Kwun Tong, Hong Kong</b></p> <p>email: <a href="mailto:sales@adiiix.com">sales@adiiix.com</a></p>
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Any notice given by:

(i) Delivered by recognized overnight courier to the address on the applicable Insertion Order (established by written verification of personal, certified, or registered delivery by courier or postal service), (ii) sent by first class mail, return receipt requested, to the address set forth in the applicable Insertion Order, (iii) sent by email at the email address set forth in the applicable Insertion Order for either you or us, or (iv) delivered by hand, and will if delivered by recognized overnight courier or by hand be deemed served on the day of delivery or if by first class mail, be deemed served on the third day after proof of service or if by email be deemed served on the day of delivery (provided proof of the successful sending of the email is retained and sender does not receive an out of office reply).

**8.4 Waiver/Severability**

If any provision of the Service is held or made invalid or unenforceable for any reason, such invalidity will not affect the remainder of the Terms and Conditions, and the invalid or unenforceable provision will be replaced by a valid provision that has a similar economic effect. No waiver by you or us of a breach of any provision hereof will be deemed a waiver of any other breach of such provision or a waiver of the provision.

**8.5 Publicity** No press releases or general public announcements shall be made without the mutual consent of the parties.

**8.6 Independent Contractor** The parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership or agency relationship between the parties. Neither party has any authority of any kind to bind the other in any respect whatsoever and neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party’s name or on its behalf.

This Advertiser Terms and Conditions are effective as of Jan 1,2020