

ADVERTISING AGREEMENT

The SERVICE PROVIDER being an advertising platform that provides services for management of advertising campaigns and marketing consultancy, media market analysis, advertising campaign planning, media time buying, and

You (the, "Advertiser", "You", "Yours", etc.), seeking for the above mentioned services, and

WHEREAS,

The SERVICE PROVIDER has offered its services to the Advertiser through <https://eprofit.me/> website (the "Website"), and You decided to utilise the services,

NOW,

The SERVICE PROVIDER and the Advertiser hereby agree as follows:

BY CHECKING THE BOX AND CLICKING "I ACCEPT" BUTTON, AS APPLICABLE, OR BY CONTINUING TO PARTICIPATE IN THE SERVICE FOLLOWING OUR PUBLICATION OF THE REVISED VERSION OF THIS AGREEMENT ON OUR WEBSITE, YOU (A) CONFIRM THAT YOU ARE AWARE AND COMPLY WITH PRESENT AGREEMENT AND AGREE TO BE BOUND BY THIS ADVERTISING AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE SERVICE; (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO ENTER INTO THIS AGREEMENT AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS AGREEMENT.

1 The Service

- 1.1 The SERVICE PROVIDER provides the Advertiser with a global advertising services (the "Service") to facilitate and manage the Advertising Campaigns on websites of publishers.

2 Purpose

The purpose of this Advertising Agreement is to define the set of conditions under which the Advertiser shall have the right to use the Service. This Advertising Agreement shall apply, without limitation or qualification, to all services offered by the SERVICE PROVIDER to Advertiser as part of the Service.

3 Definitions

The terms used in the Advertising Agreement shall have the meanings ascribed to them below:

- **Advertiser Account / Account** means the Advertiser's account at the Service for deposit of money and managing of Advertising Campaigns.
- **Advertising Material** means all advertising elements provided by the Advertiser to be submitted through the Service on websites of publishers, in order to promote the Advertiser's products and services;
- **Advertising Campaign** means the product, the characteristics of which correspond to the Advertiser's instructions, for the distribution of a given Advertising Material, under conditions defined in accordance with this Advertising Agreement;
- **Bonus** means the amount of funds accrued by SERVICE PROVIDER in the Advertiser Account in addition to the deposit made by the Advertiser.
- **Pricing model** means one of the following payment models for Advertising Campaigns:
 - **Cost per Acquisition or Cost per Sale** means that the parties agree that a payment

shall become due by the Advertiser, for any purchase made by a Visitor on the Advertiser's website after having been redirected via the Advertising Material;

- **Cost per click** means that the parties agree that a payment shall become due by the Advertiser, when valid clicks redirect a Visitor from the Advertising Material to the Advertiser's website. A click is deemed valid when it meets certain criteria, defined as appropriate in the Service;
- **Cost per Install** means that the parties agree that a payment shall become due by the Advertiser when a Visitor downloads and installs application(s) from Advertiser's website after having been redirected via the Advertising Material;
- **Cost per Mille** means that the parties agree that a payment shall become due by the Advertiser when the Advertising Material is presented on websites of publishers on thousand-basis;
- **Cost per lead** means that the parties agree that a payment shall become due by the Advertiser when a Visitor clicks on the Advertiser's website or carries out an action on the Advertiser's website such as a subscription to a newsletter, a response to a request for information, or another mechanism for identifying potential clients after having been redirected via the Advertising Material;
- **Service Provider** means E-marketing technologies Ltd., a company incorporated under the laws of the Republic of Seychelles, company number № 176643, registered at Suite 1, Second Floor, Sound & Vision House, Francis Rachel Str., Victoria, Mahe, Seychelles;
- **Service** means global advertising services (the "Service") to facilitate and manage the Advertising Campaigns on websites of publishers;

4 Liability of the Advertiser

- 4.1 The Advertiser, for the purposes of the Advertising Campaigns, agrees to provide the SERVICE PROVIDER with all items, material and information relating to the Advertising Campaigns and Advertising Material.

The Advertiser agrees to do so within the time limit specified in the Service.

The Advertiser further agrees to do so in accordance with the SERVICE PROVIDER's requirements.

The Advertising Material may be a hyperlink, a banner, a QR Code (Quick Response Code), or any medium specifically approved by the SERVICE PROVIDER. The Advertising Material shall be in compliance with requirements of the Service.

- 4.2 The Advertiser is responsible for the Advertising Material.

The Advertiser ensures that it has all necessary rights or approvals, particularly regarding publishing and dissemination worldwide, for all Advertising Material (in particular text, images and videos).

The Advertiser represents and warrants that, with regard to the Advertising Material, it does and shall adhere to all legal and regulatory requirements in force, and not violate the laws, regulations and practices, in any way whatsoever, including infringement of the rights of third parties, public order, morality, the provisions on the protection of intellectual properties, personal data, consumer protection, advertising and sales promotion, or the protection of immaterial creations.

The Advertiser represents and warrants that it has all the permissions and all rights, if any, relating, in whole or in part, to software, databases, editorial content, graphics, photos, videos, and related in particular to intellectual property rights, including trademark rights, patents, designs and copyright, especially from copyright distribution companies, needed to comply with this Advertising Agreement.

- 4.3 The Advertiser represents and warrants that it is, in any event, responsible for the morality, compliance with laws, regulations and practices, particularly with regard to respect for privacy, collection and processing of personal data, protection of rights of individuals and minors, and

the rights of third parties, in particular with regard to intellectual property rights and anti-unfair competition, for the Advertising Material.

- 4.4 The Advertiser shall be liable for the content on the Advertiser's website to which the Visitor is redirected through the Advertising Material.
The Advertiser represents and guarantees, among other things, that Advertising Material and Advertiser's website shall not incite violence or racial hatred, nor promote the use or consumption of illegal products or services.
- 4.5 The Advertiser shall remain fully liable for relations with its clients, sale conditions, orders, deliveries and their payment.
- 4.6 With regard to personal data, the Advertiser is fully liable for the services offered and communications disseminated through the Advertising Material, the content of information transmitted, distributed or collected, its use and update as well as all files, including those regarding all addresses and/or all accounts and/or identifiers of persons regarding services and means of electronic communication, and/or any links to said elements including accounts, flows, social networks and blogs.
- 4.7 The Advertiser represents and warrants that it grants and is able to grant to the SERVICE PROVIDER, for the purpose of the Service, rights of representation, reproduction, and use for all elements involved, be they individual rights or intellectual property rights in trademarks, logos, and all types of works including musical compositions, drawings and models, databases, graphics, photos or developments for patent protection etc. and for the duration of such intellectual property rights, worldwide.

5 Use of the Service

- 5.1 The use of the Service to perpetuate, support or encourage any violations of copyright or intellectual property rights or infringe the laws, regulations and practices or the rights of third parties is prohibited. The SERVICE PROVIDER retains the right to terminate, at any time, any activity that might undermine its image, its reputation, its brand identity, its goodwill, the quality of its services, or the integrity of the Service.
- 5.2 The SERVICE PROVIDER shall make the Service available through the Internet to the Advertiser only for the purpose of management of Advertising Campaigns and Advertising Campaign planning, media time buying.
- 5.3 The Agreement does not grant the Advertiser any ownership or right on any part of the Service.
- 5.4 The Advertiser is responsible for using its username and password to access the Service. These identifiers are strictly personal. They are not transferable. They cannot be traded or disclosed to third parties. The Advertiser agrees to formally and immediately notify the SERVICE PROVIDER for any unauthorized use of its identifiers.
- 5.5 The Advertiser agrees to preserve the integrity, in whole or part, of the Service. The Advertiser in particular agrees not to modify, copy or use for any purpose not covered by the Advertising Agreement, its components or its codes, and to respect the usage rules set by the SERVICE PROVIDER.
- 5.6 Any violation of the provisions of the Advertising Agreement or rules of use of the Service, any attempt to breach authentication procedures or security measures, or unauthorized attempts to access an account or service other than that accessible under the Advertising Agreement is strictly prohibited.
- 5.7 Any unauthorized action, as referred to in Article 5.7 may result in immediate termination without notice from the SERVICE PROVIDER.

6 The Service Performance

- 6.1 The SERVICE PROVIDER operates the Service, provides tools for management of the Advertising Campaigns, recruits the publishers within the limits of the Advertising Agreement.
- 6.2 The SERVICE PROVIDER has no obligation to communicate to the Advertiser the full identity of

each publisher but may provide a unique anonymous identification number and a typology allowing historical analysis and comprehensive reporting.

- 6.3 The SERVICE PROVIDER will not have to communicate to the Advertiser the conditions negotiated with each publisher in order to access its traffic.
- 6.4 The SERVICE PROVIDER may provide regular (weekly, monthly or quarterly) analysis of performance and recommendations to the Advertiser in order to improve its Advertising Campaign.

7 Modification, Withdrawal, Duration of the Advertising Campaign

- 7.1 SERVICE PROVIDER shall have the right, at its sole discretion, to terminate or suspend the Advertising Campaign at any time. SERVICE PROVIDER undertakes to exercise this right in good faith.
- 7.2 For any change to the provisions of the Advertising Campaign regarding the Pricing model or Advertising Campaigns' terms and conditions, the Advertiser agrees that all notifications shall be made via the Advertiser Account.
- 7.3 The Advertiser undertakes to inform the SERVICE PROVIDER of any problem relating to the Advertising Material and, when appropriate, to cancel the Advertising Campaign.

8 The Service Downtime

- 8.1 In the event of interruption of services rendering, the SERVICE PROVIDER agrees to notify the Advertiser as best it can, but under no circumstances shall the SERVICE PROVIDER be held liable for the possible impact of such interruption on the Advertiser's activities.
- 8.2 The SERVICE PROVIDER shall not be held liable for the alteration of features on the Advertiser accounts or related data because of the Advertiser or a third party having accessed the Service via identifiers delivered to the Advertiser.
- 8.3 In all cases, the SERVICE PROVIDER's liability shall be limited to foreseeable, consequential and ascertainable damages, and indemnification shall not exceed the total cost of the Service at the origin of the dispute, as paid by the Advertiser over a period of one (1) month before the event.

9 Financial Conditions

- 9.1 The Advertiser shall make a deposit of funds to the Advertiser Account in advance. The minimum amount of initial deposit is 5000 Russian roubles. The Advertiser shall be responsible for selection of publishers, the Advertising Campaigns' terms and conditions, Pricing models resulting in any payments from its deposit. The Advertiser agrees that spending of the deposit shall be entirely the Advertiser's responsibility. If the funds in the Advertiser Account are exhausted, all running Advertising Campaigns may be suspended.
- 9.2 The SERVICE PROVIDER may provide the Advertiser with the Bonuses based on the amount of its deposit. The Bonuses provided by the SERVICE PROVIDER can be spent by the Advertiser exclusively for settlements of the Advertising Campaigns carried out on the publishers' websites. The Bonuses cannot be withdrawn by the Advertiser from the Advertiser Account, and (or) spent for any other purpose, except for paying for the Advertising Campaigns.
- 9.3 The Advertiser may, at any time, request a withdrawal of funds deposited by it on the Advertiser Account and remaining after the Advertising Campaigns. Refunds are made by payment methods available on the Service. The Advertiser shall provide complete payment details for the refund. The SERVICE PROVIDER shall refund funds to the Advertiser within three (3) business days from the date of receipt of this request.
- 9.4 The fee charged by the SERVICE PROVIDER from the Advertiser for using the Service is three percent (3%) of the refunded amount. The fee is retained by the SERVICE PROVIDER from the funds to be refunded to the Advertiser.
- 9.5 Data recorded by the Service shall constitute proof of all transactions and shall be applicable in the contractual relationship between the SERVICE PROVIDER and Advertiser for settlement

purposes.

- 9.6 The Advertiser shall pay the bank fees (if any) charged when depositing and (or) withdrawing funds from the Advertiser Account.

10 Termination, Suspension

- 10.1 In the event of a breach by either party of any of their obligations under this Advertising Agreement and not remedied within fifteen (15) days of the notice of the breach in question, the other party may terminate the Advertising Agreement, without prejudice to any damages and interest which may be claimed.
- 10.2 In the event of breach of the Advertising Agreement by Advertiser, the SERVICE PROVIDER reserves the right to temporarily suspend or permanently terminate the Service. No indemnification can be obtained for the suspension of the Service due to non-compliance with the Advertising Agreement.
- 10.3 Each party is entitled to terminate the Advertising Agreement unilaterally in accordance with a notice period of three (3) days.
- 10.4 In the event of lack of activity of the Advertising Agreement, understanding the use of the Service, for a continuous period exceeding twelve (12) months, the Advertiser account on the Service shall be definitively closed. No deduction or payment can be obtained after this lack of activity.

11 Effect, Term and Renewals

- 11.1 The Advertising Agreement shall be effective at the date of the accepting it by the Advertiser.
- 11.2 The Advertising Agreement is for an indefinite term.

12 Tax and Social Security Obligations

- 12.1 The Advertiser represents and warrants to the SERVICE PROVIDER, which assumes no liability in this regard, that it has proceeded and are proceeding, under its own liability and at its own expense, with the administrative and legal obligations imposed by law, in particular regarding taxation and social security obligations.
- 12.2 The fees charged by the SERVICE PROVIDER shall be the net amount without any deduction or withholding of any taxation.

13 Limitation of Liability

- 13.1 The SERVICE PROVIDER disclaims all liability concerning the Advertiser's Advertising Material.
- 13.2 The Advertiser shall ensure a first demand guarantee to the SERVICE PROVIDER against all loss or any action considered questionable by the Publisher or a third party for a breach of the representations and warranties set forth in this Advertising Agreement.
- 13.3 The Advertiser shall indemnify, defend and hold harmless the SERVICE PROVIDER, its affiliated entities, and their respective employees, directors, officers and agents, from any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) due to, arising from, or in connection with any claim, suit, judgment or proceeding, alleging (i) facts that would constitute a breach by Advertiser of this Advertising Agreement; (ii) any wrongful conduct committed by Advertiser pursuant to or in performance of this Advertising Agreement; and/or (iii) that Advertising Materials violate any third party rights, or any applicable law, rule or regulation.

14 Confidentiality and Non-competition

- 14.1 The Advertiser and the SERVICE PROVIDER shall undertake on their behalf and that of their employees, to treat all documents, data, systems or expertise from the other party, of which they could have knowledge at the time of execution of the Advertising Agreement, as

confidential for the entire duration of these Advertising Agreement and not to use them outside the scope of this Advertising Agreement.

15 General Provisions

- 15.1 For the purposes of the Advertising Agreement, references to working days are days (i) other than Saturday and Sunday and public holidays according to applicable law and/or regulation and, (ii) days on which banks execute payment transactions.
- 15.2 Capitalized words are defined in the Advertising Agreement.
- 15.3 The headings of sections of these Advertising Agreement are intended only to facilitate reference and do not in themselves have contract value or special meaning.
- 15.4 If any provision of the Advertising Agreement was declared fully or partially invalid, illegal or unenforceable by any court of competent jurisdiction, the validity, legality or enforceability of other contractual provisions of the Advertising Agreement shall not be affected, and the provision or provisions considered null and void shall be replaced within the limits of what is allowed by law by new provisions expressing the intention of the parties.
- 15.5 The Advertising Agreement does not purport to constitute between the parties any company or association or partnership whose effects would be different from the obligations expressly and restrictively applicable to them under the Advertising Agreement.
- 15.6 Without prejudice to provisions regarding disclosure, the name of the SERVICE PROVIDER and all marks whether figurative or not, and more generally all other trademarks, illustrations, images and logos appearing in the Service, whether registered or not, are and remain the SERVICE PROVIDER's or its affiliated entities' exclusive property. Any total or partial reproduction, modification or use of these trademarks, illustrations, images and logos, for any reason and in any medium whatsoever, without the SERVICE PROVIDER's or its affiliated entities' express consent, is strictly prohibited. The same applies to any combination or conjunction with any other mark, trademark, symbol, logo and more generally any distinctive sign intended to form a composite logo, and all copyrights, drawings, models and patents.
- 15.7 The fact that the SERVICE PROVIDER does not claim the application of any provision of the Advertising Agreement or acquiesces in its non-execution, either permanently or temporarily, shall not be construed as a waiver by the SERVICE PROVIDER of its rights that stem from said clause.
- 15.8 All notices and enforcement notices under the conditions of services as referred to in this Advertising Agreement shall be deemed to have been validly issued to the SERVICE PROVIDER if sent by e-mail to the email address of the business contact specified in the Service.
- 15.9 This Contract is non-transferable for Advertiser.

16 Development of the Service Conditions

- 16.1 The SERVICE PROVIDER is entitled to amend the Advertising Agreement at any time with prior notice of the Advertiser not less than for three (3) business days. In this case Advertiser has the right to terminate the Advertising Agreement by notifying the SERVICE PROVIDER about this.
- 16.2 The Advertiser represents and confirms that it shall regularly read the applicable Advertising Agreement. The Advertiser further represents and confirms that any use of the Service constitutes unconditional acceptance of the Advertising Agreement in force.

17 Applicable Law

These Advertising Agreement is subject to the law of the Republic of Seychelles.

18 Governing Jurisdiction

Any dispute arising from the formulation, interpretation, or enforcement of this Advertising Agreement is subject to the exclusive jurisdiction of the courts located in the Republic of Seychelles.

19 Advertiser Information and Compliance

- 19.1 The Advertiser represents and warrants that it has the ability, authority and capacity necessary for the entering into and implementation of this Advertising Agreement.
- 19.2 The Advertiser represents that it is aware, in all aspects of its use, of the Service, the international nature of the telecommunications network used.
- 19.3 The Advertiser acknowledges that it has verified that the Service meets its needs and has all the information and advice needed to knowingly enter into this Advertising Agreement.

This agreement was last updated on 15.09.2022