

Master Digital Marketing Agreement

This Master Digital Marketing Agreement (hereinafter: Agreement) is made between:

AND Corp Limited, a limited company incorporated under the laws of Hong Kong, having its Registered office at Unit 1411, 14/Floor, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong, bearing registry number 2892045 (hereinafter referred to as "Agency") of the ONE PART;

And

Client (as defined in paragraph 1 of this agreement as "Client") which term shall mean and include its successors and permitted assigns) of the OTHER PART

Agency and Client are here after each referred to as a "Party" and together the "Parties".

WHEREAS Agency is an internet marketing business offering various internet, digital marketing, promotion, design services;

WHEREAS The Client requires certain marketing services for their own business development;

WHEREAS Parties agreed to become bind by the terms and conditions of this Master Digital Marketing Agreement set out hereby;

1. DEFINITIONS

"Agency website" – means <http://andmarketing.group/> and all related subdomains, and website parts;

"Brands" – means Client's products (goods or services) offered by the Client online;

"Client" – means the natural or legal person that has signed the Agencies Insertion Order;

"Client website" – means the internet page that belongs to Client and used to offer Client's products;

"Insertion Order" – means the form to this Agreement, signed by the Agency and the Client that defines the types of services, prices performed for the Client all in accordance to this Agreement and as may be altered by the Agency from time to time at its sole discretion, with prior notice to the Client.

2. SCOPE OF AGREEMENT

The Scope of this Agreement includes digital marketing activities for Client and it's brands. Services shall be mutually shortlisted and agreed upon by both parties in the insertion order. Anything beyond the scope of the insertion order and activities mentioned in it shall be charged separately.

3. SERVICES TO BE PROVIDED

It is hereby agreed that Agency shall provide following professional services on terms and conditions of this Agreement:

- a) Agency shall conceptualize, design, create marketing strategies & campaigns for Client;
- b) Agency shall provide all ongoing necessary bandwidth, networking, any other technical support as required;
- c) Agency shall provide client with marketing research: competitor, consumer, pricing etc.
- d) Agency shall consult Client on most suitable marketing solutions for Client's optimal business development.
- e) Agency shall provide SEO optimizations and keyword research for Client;
- f) Agency shall offer affiliate marketing services to the Client.

The list above is not exhausting, Agent and Client may discuss provision of different marketing services. List of services as appears on Agency website may be updated by Agency from time to time depending on the availability.

4. GENERAL CONDITIONS

The Service supplied under this Agreement shall be subject to terms and conditions as set forth hereinafter.

DATA PROTECTION: The data collected during the term of the agreement shall be exclusively used for the purposes of this agreement. Agency shall collect the data in accordance with the privacy laws.

METRICS AND REPORTING: Agency shall endeavor to measure the volume, reach, engagement, influence, feedback etc and shall periodically report to Client.

5. CONFIDENTIALITY

Agency and Client will maintain in confidence and will not disclose to third parties without the other's prior written consent

- (I) the specific terms of this Agreement; and
- (II) information that is proprietary or confidential to Client . The confidentiality provisions of this Agreement will not apply to and will exclude information generally available to the public, or disclosed to a third party by the owning party without restriction, information rightfully obtained from other sources, information independently developed by the receiving Party or information previously known

to a Party (and all analyses, compilations, studies or other documents prepared by the Parties, their agents, employees or professional advisors, which are based on such non-confidential information)

6. ARBITRATION AND GOVERNING LAW

Any claim, dispute or difference between the Parties shall be referred to the arbitration of a sole arbitrator to be jointly appointed by the Parties. If the Parties are unable to jointly agree to a sole arbitrator then the reference shall be made to an arbitral tribunal comprising of three arbitrators of which one will be appointed by Client, one by Agency and the third arbitrator shall be appointed by the aforesaid two arbitrators. All proceedings in any such arbitration shall be conducted in English. The Arbitration shall be governed according to the laws of the country of the choice of the Agency. The arbitration award shall be binding upon both parties to this agreement (Cost of the Arbitration to be borne equally by both the parties, in the absence of any order as to costs in the Arbitration Award). Law applied to this Agreement shall be of a choice of the Agency.

7. REMUNERATION

The cost for the services provided by the Agency to the Client and the payment terms shall be specified further in the invoices or insertion orders to this Agreement. The Agency may change the cost of the services by providing the Client notification via the email address provided to the Agency by the Client.

8. TERM AND TERMINATION

I. This Agreement shall become effective on the Effective Date and shall last for a term of 1 (one) year or until services are completed whichever occurs first. Parties may renew this Agreement on mutually acceptable terms and conditions after giving 30 (thirty) days prior written notice of such renewal.

II. Agency and Client shall both have the right to terminate this Agreement, by giving 30 (thirty) days' notice for any reason whatsoever.

III. Agency hereby undertakes to complete all pending assignments being performed / to be performed by it for Client hereunder prior to such a termination and continue to perform all the Services of a continuous nature till the termination becoming effective.

IV. In advent of closure of any Service or termination of this Agreement, Agency is entitled to temporarily suspend / change / retain services till such a time the pending dues are cleared by Client.

9. SERVICES SUSPENSION

Agency reserves the right to restrain from services provision to the Client in case the Client has not fulfilled their payment obligations as mentioned in the insertion order for the term until the Client has reimbursed all the outstanding balances. In this event, Client shall not hold Agency liable for any losses or damages occurred as a cause of services suspension.

10. INDEMNIFICATION

The Client shall defend, indemnify and hold harmless the Agency from and against any loss, liability, claim or damage (including reasonable attorneys' fees and costs) relating to or arising from a breach of this Agreement by the Client. The Agency shall defend, indemnify and hold harmless the Client, its officers, directors, members, employees and agents from and against any loss, liability, claim or damage (including reasonable attorneys' fees and costs) relating to or arising from (i) any claim or allegation in connection with the marketing of the Services by the Agency and (ii) a breach of this Agreement by the Agency. The foregoing indemnities are conditioned on (i) prompt written notice by the party seeking indemnification; (ii) cooperation in the defense of the claim, demand or action; and (iii) the obtaining of the prior written approval of the indemnifying party of any settlement or offer of settlement.

11. INTELLECTUAL PROPERTY

Agency, on behalf of itself and its subcontractors, reserves all proprietary rights in and to (i) all methodologies, designs, engineering details, and other data pertaining to the Services and designs, documentation and other work product prepared by Agency and delivered to Client, (ii) all original works, computer programs and updates developed in the course of providing the Services (except Client's developed programs) or as otherwise agreed in writing between the parties, (iii) discoveries, inventions, patents, know-how and techniques arising out of the Services, and (iv) any and all products (including software and equipment) developed as a result of the Services. The performance by Agency of Services shall not be deemed work for hire. Agency grants to Client a perpetual, non-exclusive, world-wide, paid up license to use, copy and modify the designs, documentation and other work product prepared by Agency and delivered to Client in the performance of Services solely for Client's internal business purposes. It is hereby clarified that Client neither has nor will have the right to copy, to modify, to disassemble, to hack nor to duplicate any proprietary right, of any kind whatsoever, in any matter whatsoever that relates to the Technology, directly or indirectly, including without limitation any modifications, enhancements or derivatives thereof and/or even extra developments.

It is understood between the parties that Agency will employ its know-how, techniques, concepts, experience and expertise, as well as all other intellectual property to which it reserves its rights, to perform services the same as or similar to the Services for others.

12. MISCELLANEOUS

I) This Agreement constitutes the entire agreement between the parties hereto in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter and no variation of this Agreement shall be effective unless reduced to writing and signed by or on behalf of each Party.

II) In the event that any term, condition or provision of this Agreement is held to be in violation of any applicable law, statute or regulation the same shall be deemed to be severable from the other provisions of this Agreement and this Agreement shall be construed as if such term, condition or provision had not been contained in this Agreement.

III) Neither Party shall be liable or responsible for any failure or delay to perform any of their obligations under this Agreement when such failure or delay is due to Force Majeure, which term shall include fire, riot, strike, lockout, war, civil commotion, accident, breakdown of plant or machinery, flood, labour unrest, acts of God, omissions or acts of public authorities, changes in law, regulations or policies of the Government or any other reason beyond the control of Parties.

IV) Any notice to be given by either Party to this Agreement shall be in writing and shall be deemed to be duly served if delivered by hand, prepaid registered post or through a delivery service/courier at that Party's address stated above or any other address which that Party may have intimated the other Party for this purpose in accordance with the provisions of this clause.

V) This agreement does not constitute any partnership or joint-venture between the Parties hereto and is an agreement on principal to principal and non-exclusive basis.

VI) By signing the insertion order the Client accepts all the terms and conditions and policies present on Agencies website.

VII) Agency and Client may discuss the terms that may differ from the terms stipulated in this Agreement, and such terms may be adopted by executing separate Agreement or by specifying such terms in the insertion order.

VIII) Insertion order terms different from the terms set out in this agreement shall prevail.

Master Digital Marketing Agreement adopted by AND Corp Limited from 13.01.2021