

Master Marketing Agreement

THIS MASTER MARKETING AGREEMENT (hereinafter referred to as the “**Agreement**”) is effective,

BETWEEN:

1. **Prima Solutions Limited, with registered address Trust Company Complex, Ajeltake Road, Ajeltake Island Majuro, Republic of the Marshall Islands MH 96960, Registry number: 86277** (hereinafter referred to as the “**Company**”).

And

2. **Client, an individual/company signed the Insertion Order with their details specified further in the Insertion Order** (hereinafter referred to as the “**Client**”).

The Company and the Client are hereinafter, wherever the context requires, referred to collectively as the “**Parties**” and individually as the “**Party**”.

WHEREAS:

- A. The Company specializes in advertising, traffic management Native Ads, Conversion Rate Optimization and Digital Advertising.
- B. The Client is a company which provides marketing / media / algorithmic / web / consulting services as well as any other field that the company will require.
- C. The Client wishes to be granted by the Company certain marketing services for the promotion of the Client’s business and activities (hereinafter referred to as the “**Services**”) and the Company agrees to provide such Services, all as set forth in this Agreement.
- D. The Parties wish to set down in writing their Agreement with regard to the provision of the Services by the Company to the Principal all in accordance with the terms and conditions of this Agreement.

IT IS HEREBY AGREED as follows:

1. Terms of the Agreement

- 1.1. This Agreement is effective from the date of the original business engagement between the parties, namely, from the date of signature of the Insertion Order (hereinafter referred to as the “**Commencement Date**”).
- 1.2. The Parties hereby state and/ or declare and/ or agree that, henceforth, they are only bound by the terms and purposes of the present Agreement, and the present Agreement supersedes any and all prior written and/ or verbal agreements and/ or representations and/ or understandings and/ or otherwise between the Parties, regarding the subject matter hereof.

2. Obligations and Representations of the Company

- 2.1. The Company will provide the Client with the Services, as the said Services are described in *Insertion Order* to this Agreement.
- 2.2. The Company will provide the Client with its full support with regards to the Services to be provided.
- 2.3. The Company shall comply with the Client's reasonable instructions regarding the performance of the Services, as such instructions may be provided from time to time in accordance with the provisions of the present Agreement by the Client to the Company, provided that the Client shall reimburse the Company for any and all additional costs and/ or expenses incurred by the aforementioned Party as a result of such instructions provided by the Client.
- 2.4. The Company shall, upon the Client's reasonable request, provide the Client with any information and/ or explanations, for the purpose of ascertaining the performance by the Company of its obligations pursuant to the present Agreement.
- 2.5. The Company shall, at all times, use its best efforts to ascertain it is compliant with all its duties and obligations under any applicable laws and regulations.

3. Obligations and Representations of the Client

- 3.1. The Client undertakes to actively collaborate with the Company for the provision of the Services.
- 3.2. The Client undertakes to make available to the Company any and all information deemed necessary in order for the Company to provide the Client with the Services hereunder, in order to fulfil its obligations under the present Agreement.
- 3.3. The Parties undertake not to cause and/ or permit actions that may cause the breach or damage of any industrial and/ or intellectual property rights of the other Party and/ or its licensors and/or any other third party. The Parties to the Agreement undertake to notify the other Party if any infringement of such rights is suspected. If such rights are infringed due to a breach of this Agreement, each of the Parties is liable for any loss suffered to the other Party on a full indemnity basis.
- 3.4. The Client shall inform the Company promptly in writing of anything which may prevent the Client from fulfilling its obligations in accordance with this Agreement, and/ or of any non-compliance with the Client's obligations herein.
- 3.5. The Client is a company duly incorporated and validly existing and subsisting and in good standing under the laws of its jurisdiction of incorporation, has been lawfully operating and has been in continuous existence since incorporation and the competent authorities have approved its constituent documents.

- 3.6. The Client has, at all times, carried on business and conducted their affairs in all respects in accordance with their memorandum and articles of association for the time being in force and any other documents to which they are, or have been, a party.
- 3.7. The Client agrees and declares that it is solely responsible for the full compliance with the terms and requirements of the Regulatory License and for the maintenance of the valid Regulatory License throughout the effective term of the present Agreement.
- 3.8. The Client agrees and declares that it shall, at its own cost, maintain all licenses and obtain all consents required for the provision of the Services, including, without limitation, the Regulatory license.
- 3.9. The Client, its associates or any of their respective officers, agents or employees (during the course of their duties in relation to it), have not committed, or omitted to do, any act or thing, the commission or omission of which is, or could be, in contravention of any applicable regulation, giving rise to any fine, penalty, default proceedings or other liability on its part or other adverse consequence. The Client has conducted and are conducting business in all respects in accordance with all applicable rules, regulations, guidance and best practices. The client shall give special attention to ascertain its marketing practices are fully compliant with applicable rules, regulations and best practices and especially that its marketing materials are clear, fair and not misleading.
- 3.10. There is and has been no governmental or regulatory investigation enquiry or disciplinary proceeding concerning the Client, its subsidiaries or associates, their officers, employees or representatives in any jurisdiction and none is pending or threatened and that no fact or circumstance exists which might give rise to any such investigation, enquiry or proceeding
- 3.11. The Client has not been declared bankrupt or insolvent and no action or request by creditors is pending to declare the Client bankrupt or insolvent, nor has the Client or its subsidiaries voluntarily filed any request for bankruptcy, insolvency, dissolution or winding-up
- 3.12. The Client accepts and agrees that it shall inform the Company promptly, in writing, of any event which may constitute the Company unable from fulfilling its obligations in accordance to the present Agreement.
- 3.13. The Client shall promptly inform the Company of any non-compliance and/ or suspected non-compliance, including, without limitation, any investigation commenced by any governmental agency related to the Client's potential compliance and/ or non-compliance, which non-compliance and/ or suspected non-compliance may affect and/ or delay the provision of the Services by the Company to the Client.
- 3.14. The Client declares and agrees that any and all consents and/ or approvals and/ or orders and/ or licenses and/ or permits and/ or actions by, and/ or any authorizations from, and/ or designations and/ or declarations by, any regulating body and/ or public authority and/ or any other related party are not pending, and have relevantly been obtained by the Client in connection with the execution and relevant delivery of this Agreement and/ or the performance and/ or undertaking indicated and/ or assumed by the Client pursuant to the present Agreement.
- 3.15. The client declares that it shall, at all times, act within the highest standards of transparency, fairness, honesty and integrity and that it shall refrain from any practices or conduct which may be unfair, misleading or immoral.

3.16. The client acknowledges that any breach or omission of its obligations and representations under this clause 3 cannot and will not be attributed to the Company and that client hereby waives all and any claim which may rise against the Company as a result of such breach or omission.

4. Relationship Management

4.1. The Parties shall each appoint a representative, who shall be the authorized representative of that Party and empowered to act on its behalf in connection with this Agreement (the "Authorized Representative"). The identity of an Authorized Representative may be amended at any time by the Party appointing such Authorized Representative, subject to the provision of a notice in writing being provided to the other Party within two (2) business days of such change.

4.2. Other representatives whom the Parties may reasonably require, shall attend meetings in addition to the Authorized Representatives. The Authorized Representatives shall use all reasonable efforts to resolve complaints made by either Party in relation to this Agreement and will negotiate in good faith and take all reasonable steps to remedy such complaints.

5. Limitation of Liability

5.1. In no event will the Company be liable for any direct, indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether We have been advised of the possibility of such loss) including, but not limited to, any loss of business, revenue, profits and/or data. Our liability arising under this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall only be for direct damages and shall not exceed the Fees payable over the previous three months at the time that the event giving rise to the liability arises. In no event will the Company be liable for any infringement or breach of the client's obligations and representations under clause 3 above.

5.2. The Client hereby warrants, guarantees and irrevocably undertakes to indemnify and hold harmless the Company of any of the aforementioned against all costs, expenses, fines, penalties, losses, judgments, damages, liabilities and other amounts (including without prejudice to the generality of the foregoing, lawyers', actuaries', accountants' and experts' fees and settlement amounts) arising out of any demand, suit, claim or proceeding in connection with this Agreement and resulting from (i) any failure of the Company to comply with any or all of the terms of this Agreement, (ii) any breach of any representation or warranty by the Company, or (iii) any act or omission by the Company, any affiliate or subsidiary, or any officer, director, employer, or agent of each of the foregoing.

5.3. Each Party's agreement to indemnify, defend, and hold harmless the other Party against third party claims is conditioned on the indemnified Party (i) providing written notice to the indemnifying Party of any claim, demand or action arising out of the indemnified activities within 10 (ten) days after the indemnified Party has knowledge of such claim, demand or action; (ii) permitting the indemnifying Party to assume full responsibility to investigate, prepare for and defend against any such claim, demand or action; (iii) assisting the indemnifying Party, at the indemnifying Party's reasonable expense, in the investigation of, preparation for and defense of any such claim, demand or action; and (iv) not compromising or settling such claim, demand or action without the indemnifying Party's prior written consent. Each of the Parties undertakes to make its reasonable commercial efforts to mitigate any losses which form the basis to an indemnification claim hereunder.

6. Force Majeure

6.1 Without prejudice to Clause 9 of the Agreement, it is agreed by the Parties that either Party shall not be liable for any failure, hindrance or delay in performing its obligations under the Agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control, provided that the Party promptly notifies the other Party giving full particulars of the circumstances in question.

6.2 For the purposes of this Agreement "Force Majeure" means any cause beyond the reasonable control of the parties including, without limitation, any of the following:

- 6.2.1 act of God;
- 6.2.2 war, insurrection, riot, civil disturbance, acts or attempted acts of terrorism;
- 6.2.3 fire, explosion, flood, storm;
- 6.2.4 theft or malicious damage;
- 6.2.5 strike, lock-out, or other industrial dispute (whether involving the workforce of the party so prevented or any other party), third party injunction;
- 6.2.6 national defense requirements, acts or regulations of national or local governments; or
- 6.2.7 inability to obtain essential power, raw materials, labor, malfunction of machinery or apparatus.

7. Independent Contractor

The Company is an independent contractor and as such, it shall not have any power and/ or authority to act on behalf of the Client, nor proceed with the conclusion of any express and/ or implied agreement and/ or arrangement and/ or commitment and/ or assume any action and/ or incur any debt and/ or make any representations on behalf of the Client, and the present Agreement shall relevantly be deemed not to create any relationship between the Parties which may be regarded as a partnership and/ or franchise and/ or joint venture and/ or agency and/ or employment relationship.

8. Proprietary Rights

The Parties agree that the Client will remain the sole owner of any data and/ or files and/ or documents and/ or material that the Company will produce during the provision of the Services.

9. Term and Termination

9.1 Either Party may terminate this Agreement through the provision of a fifteen (15) days prior written notice to the other Party.

9.2 Notwithstanding the above mentioned clause 9.1, the Company may terminate this agreement through the provision of a 2 (two) days prior written notice to the Client if the client has breached its warranties and obligations under either clause 3,10,11 or 12 of this agreement.

10. Remuneration

In consideration of the Services provided under this Agreement, the Client shall pay to the Company, on campaigns performances basis. The fees, payment method and any applicable excess fees defined and set forth in *Insertion Order* to this Agreement (the “Charges”).

11. Miscellaneous

Notices

All notices, requests and other communications by one Party to the other shall be in writing (including facsimile or similar writing) and shall be provided to the addresses of the Parties. Notices shall be treated as received, as follows: if delivered by hand, when delivered; if sent by first class post, 48 hours after posting; if sent by air mail post, 72 hours after posting; if sent by confirmed fax or e-mail, when sent. Any notices that would be treated as received out of the acceptable business hours shall be deemed to be provided to either Party on the next business day.

Amendments

Company reserves the right to amend this agreement from time to time without giving prior notice to the Client. Client is able to familiarize with the most up to date version of this agreement at <https://webatechno.com/>

Assignment

The Client shall not assign or transfer or purport to assign or transfer this Agreement, in whole or in part, or any rights or obligations hereunder, without prior written consent of other Party to the Agreement.

The Client acknowledges that the Company may freely assign any rights and / obligations under this agreement, with or without the obtaining the Client's prior consent.

Governing law

Law applicable to this contract shall be the law of country of incorporation of the Company.

12. Confidentiality

12.1 “Confidential Information” means any and all information related to the current and/ or future and/ or proposed business and/ or products and/ or services of either Party that is disclosed to the other Party and/ or to which either Party obtains access as a result of the present Agreement, and shall include, without limitation, any and all Confidential Information of any third parties and/ or any trade secrets and/ or any information in relation to either Party’s Services costs and/ or any other costs and/ or customer lists and/ or any personnel and/ or know-how and/ or any and all data relating to the Services.

12.2 Notwithstanding the foregoing, Confidential Information shall not include information that:

- A. Before or after it was disclosed to the recipient of such information, the said information was entered into the public domain, not as a result of any act and/or omission of either Party to the Agreement;
- B. Is approved for release through the provision of a written authorization issued by either Party to the other Party;
- C. Is disclosed to the recipient of the information by a third party not in violation of any obligation of confidentiality;
- D. Is independently developed by the receiving Party of the Confidential Information without reference and/ or dependence to any of the Confidential Information received by the disclosing Party.

12.3 Neither Party shall disclose to any party (unless required to do so by any Applicable Laws), any information relating to the business or other matters of a confidential nature of the other Party of which it may in the course of its duties or otherwise become possessed, and each Party shall use all reasonable endeavours to prevent any such disclosure. The same confidentiality obligations shall apply to any subcontractors or third-party staff. The Party that sub-contractor calls for third party intervention must ensure the conformity with the confidentiality obligation.

Prima Solutions Limited 01.02.2021