

AGREEMENT DETAILS

Standard Terms and Conditions for Digital Services

These Standard Terms and Conditions, together with the contract (collectively, the "Agreement") govern the terms under which **STICKYPINS.INC** (the "AGENCY") will manage digital services for the "**CLIENT**". References to "Client" in these Standard Terms and Conditions means the "Client" as specified in the preceding terms.

Term: This Agreement shall commence on the effective date as indicated by signing and shall remain in effect through the quoted program's end.

Indemnity and Hold Harmless: CLIENT agrees to indemnify, defend, protect and hold free and harmless AGENCY and its officers, members, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of CLIENT, its agents, employees, and sales personnel or from the publication of any editorial or CLIENT materials supplied by CLIENT, including, without limitation, any such liability arising out of copyright, privacy, or antitrust. CLIENT shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of AGENCY.

AGENCY does hereby indemnify and hold harmless CLIENT and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of AGENCY, its agents, or employees or from the publication of any material supplied by AGENCY. AGENCY shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of CLIENT.

Taxes: All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this contract or otherwise in connection with the business of AGENCY and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by AGENCY, and AGENCY shall hold CLIENT harmless from any liability with respect thereto.

Assignment: AGENCY's services hereunder are personal in nature. This Agreement may not be assigned or transferred by AGENCY without the prior written consent of CLIENT.

Confidentiality: Information that is disclosed by one party to the other party, and that is marked "confidential," or which under the circumstances ought reasonably to be treated as confidential information (including this agreement), will be treated as confidential by CLIENT. CLIENT will not disclose to a third party such information or use such information other than for the purpose for which it was provided without the written consent of AGENCY. This limitation will apply for the entire period of agreed contract after disclosure of such confidential information. The foregoing limitations do not apply to the extent such information: (a) is or subsequently becomes publicly available other than through a breach of these limitations; (b) is already known to the receiving party at the time of disclosure; (c) is developed by the receiving party independent of such information; or (d) is rightfully received from a third party without restrictions on disclosure or use. AGENCY will only share final files of approved content with the CLIENT, and will not be liable to share any raw files being prepared or worked upon by the AGENCY team.

AGENCY and CLIENT collectively agree to keep the terms of this Agreement and all information pertaining to the content, advertising, promotions, and other information pertaining to either party's business strictly confidential except as may be required to go in for paid Advertising. Disclosure by AGENCY or CLIENT to its attorneys, accountants, or tax advisors and sales representatives, or as may be required by law to any governmental agency or authority or to a court or arbitrator shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the terms of this Agreement. Either party shall notify the other party promptly if any such disclosure is requested or required. Neither party shall issue any press releases or public announcements pertaining to this Agreement or the Advertising Sales unless such releases or announcements have been approved by the other party prior to issuance.

Responsibility for Advertisements: CLIENT represents and warrants to AGENCY that it is fully authorized to deliver, and authorizes AGENCY to deliver on its partners' behalf, content through advertisements (including, without limitation, all content such as text, graphics, URLs, and sites to which URLs are linked), and that all content complies with all applicable laws and regulations. If an agency is entering into this Agreement on behalf of an CLIENT, Agency agrees to the foregoing representations and also represents and warrants that it is the authorized agent of CLIENT, and CLIENT is not, as of the date

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of this Agreement, in material breach of any agreement with or in default with respect to any amount owed to Agency. It is the responsibility of CLIENT or CLIENT to inform AGENCY of removed or relocated web content that may adversely affect the advertisements' ability to deliver appropriate content to visitors. AGENCY will not be held liable for any clicks delivered to removed, altered, or relocated web content, such as those resulting in an HTTP 404 error response code, or broken links.

Miscellaneous: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by AGENCY and it shall not be effective until signed by CLIENT. CLIENT will not have direct access to bid management interface, advertising platforms, or metrics such as cost per click incurred and cost per thousand impressions incurred or similar as appropriate. All platform ad accounts and contents therein will remain the intellectual property of AGENCY during and after the program described with this Agreement. AGENCY will pay all media costs directly to 3rd party vendors. The CLIENT will be liable to reimburse all 3rd party costs to the AGENCY.

Counts and Make Goods: AGENCY counts instances of Content being delivered based on requests, and AGENCY will issue weekly/monthly tracking reports on that basis. The final determination of delivery will be as reported by AGENCY's ad server platforms. AGENCY will not be liable for impressions or other delivery discrepancies between said platforms and CLIENT's 3rd party ad tagging. AGENCY guarantees costs and assumes all risks based on current levels of online inventories and marketplace demand. In the event, and only in the event, market conditions shift to prevent the execution of the contract as contemplated by the parties, CLIENT and AGENCY may mutually agree to alter the agreement terms or either party may terminate the contract with a prior notice of up to 45 business days' notice.

Commitment and Payment Terms: Unless otherwise agreed upon, AGENCY will invoice CLIENT for all fees under this Agreement as a 100% advance of agreed services, and CLIENT will pay AGENCY all invoiced amounts within 7th day from date of invoice raised by AGENCY. AGENCY may remove any advertisements and cancel any Agreement, if CLIENT is in default of its payment obligations, and until clearance, the AGENCY can claim the accounts/pages/profiles/content as their own. Delayed payments will attract penalty charges of up to 100% of dues, subject to delay term. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on AGENCY income) is the responsibility of CLIENT.

Reporting: AGENCY will provide weekly/monthly reports, at a minimum, taken directly from the applicable advertising account(s) demonstrating key metrics such as clicks, impressions and click-through rates. CLIENTS will only be privy to results of their individual advertising or the cumulative results of their program when sponsoring a cooperative initiative.

Independent Status: The parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement shall be construed as making the parties a joint venture or as making either party or any of its employees the employee of the other.

Covenant Not to Divert: During the term of this agreement and for a period of one (1) year thereafter, the parties will not directly or indirectly solicit, induce, attempt to induce, or endeavor to entice away any employee of the other party, whether for their own account or for the account of a third party.