

Master Marketing Agreement

THIS MASTER MARKETING AGREEMENT (the "Agreement") is made by and between **Hagelmond Limited**, company organized in Marshall Islands registration number: 98088 with the address: Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, MH96960 (the "Provider") and **Client** (details specified in the sales order) ("Client"),

hereinafter individually also referred to as the "Party", and collectively as the "Parties".

WHEREAS The Provider offers various marketing services as set forth in this Agreement (the: "**Marketing Services**"); and

WHEREAS The Client intends to use the Marketing Services according to the terms set forth in this Agreement.

NOW, THEREFORE, the Parties hereby agree to be legally bound as follows:

1. GENERAL

- 1.1. The preamble and any attachments to this Agreement constitute an integral part hereof.
- 1.2. The heading in this Agreement are for convenience purposes only, and shall not be used to construe meaning or intent.

2. SUBJECT OF THE AGREEMENT:

- 2.1. Subject of the Agreement is Marketing Services.
- 2.2. The cost of Marketing Services shall be specified further in the sales order to this Agreement.

3. SERVICE FEE AND PAYMENT PROCEDURE

- 3.1. Fee for Marketing Services (Service Fee) and payment procedure shall be agreed between Parties in the sales order to this Agreement.
- 3.2. The payment of Marketing Services shall be provided by bank transfer.

4. PROVIDER UNDERTAKINGS

- 4.1. Provider warrants that the Services will be performed in a professional manner, with skill and care and qualified manner.
- 4.2. Provider undertakes to reasonably and professionally provide the Services to Client in accordance with Client's needs and instructions.

5. APPROVAL OF WORK:

Client must notify Provider in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to Provider as unsatisfactory within the 7-day review period will be deemed to have been approved.

6. REJECTED WORK:

If Client reject any of Provider work within the 7-day review period and not approve subsequent work performed by Provider to remedy any points recorded as being unsatisfactory, and Provider, acting reasonably, consider that Client have been unreasonable in any rejection of the work, Provider can elect to treat this contract as complete and take measures to recover payment for the contracted work.

7. PROVISION OF INFORMATION AND PERSONNEL

- 7.1.** Client shall make available to Provider such information as is reasonably required for Provider to effectively fulfill and perform the Marketing services. Such information includes, but is not limited to, monthly updates on performance of Marketing Services for the duration of this Agreement or any amendments thereto.
- 7.2.** Client shall deliver all information necessary for Provider to perform the Services listed in the sales order to this agreement. In the unlikely event, that Client cannot deliver the information to Provider, then Client shall not hold Provider liable for failure of execution of Services.

8. TERM AND TERMINATION

- 8.1.** This Agreement will come into force upon the Effective Date and will remain in full force and effect for period of (12) months (the "Term") or until services are completed as specified in the insertion order which is integral part to this Agreement.
- 8.2.** Any Party to this Agreement may terminate this Agreement for the purpose of convenience subject to seven (7) days prior written notice submitted to the other Party.
- 8.3.** Without derogating from the aforesaid, any Party to this Agreement may terminate this Agreement, by written notice to the other Party, effective immediately upon mailing (by fax and e-mail) at any time, should the other Party materially breach this Agreement and has failed to correct such breach within fourteen (14) days following the receipt of notice informing it of such breach and requesting its correction.
- 8.4.** Termination of this Agreement shall not affect any legal rights or obligations of either Party which may have arisen under this Agreement prior to or at the date of termination or any obligation which by its nature will survive the termination of this Agreement.

9. CONFIDENTIALITY

- 9.1.** Unless otherwise expressly provided for herein either party hereto undertakes to keep confidential, even after termination of this Agreement, any information and data, including but not limited to any kind of business, commercial or technical information and data disclosed between the parties in connection with this Agreement. All the information will hereinafter be referred to as "Confidential Information".

- 9.2.** The above confidentiality obligation shall, however, not apply to any information which:
- 9.2.1. Is already in the public domain or becomes available to the public through no breach by a party to this Agreement;
 - 9.2.2. Was rightfully in the receiving party's possession without obligation of confidentiality prior to receipt from the disclosing party as proved by the written records of the receiving party;
 - 9.2.3. Can be proved to have been rightfully received by the receiving party from a third party without obligation of confidentiality;
 - 9.2.4. Is required to be disclosed by any law or regulation; provided that the disclosing party shall limit its disclosure to the information required to be disclosed and shall use reasonable efforts to provide the maximum possible notice to the other party prior to such disclosure and assist such party in seeking protection of the information to be disclosed.
- 9.3.** The Confidential Information shall be treated by the receiving party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving party's own information of like importance which is to be kept confidential. The receiving party shall use the disclosing party's Confidential Information only for the implementation of this Agreement and will derive no rights of any kind.
- 9.4.** The receiving party shall disclose Confidential Information only to those of its own employees and service providers, who have a reasonable need to know, said Confidential Information and who are bound to confidentiality by their employment or service agreements or otherwise.

10. INTELLECTUAL PROPERTY

- 10.1.** The Parties expressly agree that all and any intellectual rights in the Technology, including any changes, modifications etc., that will be made to the Technology in the future, with or without connection to the Client, are, and shall remain at all times, wholly and exclusively vested in Provider, as applicable. Provider expressly reserves all other rights not specifically granted herein to Client.
- 10.2.** Client understands that the Technology as offered by Provider is the intellectual property of a Provider, and/or its affiliated companies, and/or its providers, in part or in full.
- 10.3.** 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 and/or Provider intellectual property rights, directly or indirectly, including without limitation any modifications, enhancements or derivatives thereof and/or even extra developments.
- 10.4.** Client's logos and graphics, proprietary business and customers information and details, shall remain at all times, wholly and exclusively vested in Client.
- 10.5.** Client must inform the Provider immediately if it learns of the possibility that any of its Customers' or any other third party makes use of the Technology in a manner that breaches the Provider's rights according to this Agreement or any applicable law.

11. LIMITATION OF LIABILITY

- 11.1.** IN NO EVENT SHALL PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.2.** Provider shall not assume any liability towards Client's Customers, and Client shall indemnify Provider for any damaged or expense caused to the Provider by anyone on its behalf, due to customers claims or demands.
- 11.3.** Due to the inherent risk related to communications by electronic means that are caused due to reasons outside Provider's control, Provider shall have no responsibility for any such reasons, delays or failure in the transmission of payment orders or information.

12. WAIVER OF RESPONSIBILITY

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. DISPUTE RESOLUTION AND GOVERNING LAW

The Parties hereby agree that any disputes shall be settled through negotiations. In case if such disputes cannot be settled extra judicially, all claims shall be subject to the court procedure - jurisdiction and governing law will be according to the choice of the Client.

14. MISCELLANEOUS PROVISIONS

- 14.1.** This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes all prior agreements between the Parties hereof with regard to such subject matter.
- 14.2.** Force majeure - The Provider shall not bear responsibility to any harm or any form which shall be caused to the Client in the event that such harm is the result of a force majeure and any outside event which is not in the control of the Provider. The Provider shall not bear any responsibility for any delay in communications and/or failure in the internet, including, without limitation, computer crashes or any other technical failure.
- 14.3.** Client shall not have any right to set off any amount from the present or future Compensation to the Provider.
- 14.4.** Provider has a right to amend this Agreement from time to time without notifying the Client. Client may receive the most updated copy of this Agreement on company's website.

- 14.5.** Failure by either party to this Agreement to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term of this Agreement.
- 14.6.** No rights and/or obligations of the Client under this Agreement shall be assignable. The Provider may assign all or part of its obligations under the Agreement to sub-contractors or if due to change of regulation applicable upon the Provider.
- 14.7.** The Parties' relationship to each other in all matters relating to the performance of this Agreement is that of independent entities. Nothing contained herein will place the parties in the relationship of partners, participants in a joint venture, contractor-subcontractor, or employer-employee and, except as set forth herein, neither party will have any right to obligate or bind the other in any manner whatsoever nor represent to a third party that it has any right to enter in to any binding obligation on the other's behalf.

Hagelmond Limited 20.01.2021