# Advertising Platform Terms and Conditions

These Advertising Platform Terms and Conditions govern your use of the AdWallet advertising services and the AdWallet platform and are entered into in conjunction with the Advertising Services Agreement and the Insertion orders (together the "**Agreement**") entered into AdWallet and the customer using the AdWallet platform ("**Customer**"), together the "**Parties**" or individually as a "**Party**." In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

1. **DEFINITIONS**.
(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
(b) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
(c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
(d) "**AdWallet IP**" means the Services and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, AdWallet IP includes Aggregated Statistics and any information, data, or other content derived from AdWallet's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
(e) "**Services**" means the software-as-a-service offering described in **Exhibit A**.

2. **ACCESS AND USE**.
(a) **Provision of Access**. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, AdWallet hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the applicable purchased Services pursuant to an order form or insertion order during the Term, solely for use by Authorized Users, in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. AdWallet shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.
(b) **Aggregated Statistics**. Notwithstanding anything to the contrary in this Agreement, AdWallet may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between AdWallet and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by AdWallet. Customer acknowledges that AdWallet may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that AdWallet may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.
(c) **No Exclusivity**. AdWallet retains the right to perform the same or similar type of services for third parties in Customer's industry during the Term of this Agreement.
(d) **Changes to the Services by AdWallet**. AdWallet reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services to Customer; (ii) the competitive strength of, or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law, provided that the above changes shall not impact the material functions of the Services.
(e) **Changes to the Services by Customer**. Customer may elect to add services through its use of the Services by contacting AdWallet or purchasing credits through the AdWallet platform.
(f) **Use Restrictions**. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services; or (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
(g) **Suspension**. Notwithstanding anything to the contrary in this Agreement, AdWallet may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) AdWallet reasonably determines that (A) there is a threat or attack on any of the AdWallet IP; (B) Customer's or any Authorized User's use of the AdWallet IP disrupts or poses a security risk to the AdWallet IP or to any other customer or vendor of AdWallet; (C) Customer, or any Authorized User, is using the AdWallet IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) AdWallet's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of AdWallet has suspended or terminated AdWallet's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(c)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). AdWallet shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. AdWallet shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. AdWallet will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

3. **ADWALLET RESPONSIBILITIES**.
(a) **Reporting and Statistics**. AdWallet will provide Customer with password-protected access to 24/7 online reporting information so that Customer may monitor its applicable advertising campaigns through the Services. AdWallet will maintain delivery statistics and Customer hereby agrees that the delivery statistics provided by AdWallet are the official and definitive measurements of AdWallet's performance on any delivery obligations provided in an insertion order. No other measurements or usage statistics (including those of Customer or any third party) shall be accepted by AdWallet or have any effect on this Agreement.
(b) **Engagements**. AdWallet will undertake commercially reasonable efforts to deliver engagements in accordance with the estimates set forth by Customer within Customer's account dashboard. Because the estimates are forecasts, however, AdWallet makes no guarantee regarding the levels of engagements for any advertisement. An "Engagement" is defined when an AdWallet user views the advertisement, answers the question, rates the advertisement, and is paid.

4. **CUSTOMER RESPONSIBILITIES**.
(a) **General**. Customer is responsible and liable for all uses of the Services resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.
(b) **Privacy**. An integral portion of the Services allows end users to share their data with Customer. Once end user data is shared with Customer, AdWallet cannot control Customer's use of such data. Customer agrees that during the Term of this Agreement, and for three years thereafter, Customer will prominently display and comply with a privacy policy. Customer represents, warrants and covenants that its privacy policy, and its collection, use, processing, storage, and transfer of end user data and any other information collected by Customer from AdWallet end users is and shall remain in compliance with all applicable laws, rules, regulations and ordinances.
(c) **Use of AdWallet Portal**. Customer accepts responsibility for using the AdWallet Portal ("**Portal**") to target, review, upload and post documents, Content (as further defined below), advertisements, or other material. Company does not accept any responsibility for errors that may occur by Customer use of the Portal.
(d) **Compliance with AdWallet Content Standards**. In utilizing the Service, Customer will be enabled to submit material to the AdWallet platform, including, but not limited to, images, video files, articles, illustrations, photos, audio files, and text (collectively, "**Content**"). You agree not to submit any Content that: (i) contains vulgar, profane, abusive, or hateful language, text or illustrations in poor taste, inflammatory attacks of a personal, sexual, racial or religious nature, or expressions of bigotry, racism, discrimination or hate; (ii) contains sexually explicit language, pictures or other materials; (iii) is defamatory, threatening, harassing, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, or unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights or right of publicity of any third party, is unreasonably harmful or offensive to any individual or community, or tends to mislead or reflect unfairly on any other person, business or entity; (iv) hatred or physical harm of any kind against any group or individual, such as Content that promotes racism, bigotry, obscenity, or discrimination; (v) content that infringes any copyright, trademark, patent, trade secret, or other intellectual property right; (vi) constitutes, promotes or encourages illegal acts; (viii) is otherwise objectionable to AdWallet in its sole discretion. AdWallet may, but has no obligation to, review any Content for compliance with this Agreement or any applicable law, rule, or regulation. Customer will remain solely responsible for any liability arising from the Content. AdWallet may reject any Content for any reason. If any Content is rejected by AdWallet, Customer will promptly replace the Content with Content acceptable to AdWallet so as not to delay the schedule for the display of a scheduled advertisement.
(e) **Customer's Representations, Warranties, and Covenants.** Customer represents and warrants to AdWallet that (a) Customer holds all necessary rights to permit the use of the advertisement by AdWallet for the purpose of this Agreement; and (b) the use, reproduction, distribution, transmission or display of advertisement, keywords selected by AdWallet, any data regarding users, and any material to which users can link, or any products or services made available to users, through the advertisement will not (i) violate any criminal laws or any rights of any third parties; (ii) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law.

## 5. ORDERS, FEES, AND PAYMENT.

(a) **Orders**. Customer and AdWallet shall agree to purchase orders ("**Insertion Order(s)**") for advertising space on the Platform in written form via e-mail or the Customer may generate an Insertion Order via the AdWallet platform. No Insertion Order or shall be effective until agreed to by both parties in writing, which may be accomplished by way of email or, in the event the Customer generated an Insertion Order via the AdWallet platform, such Insertion Orders are deemed accepted by both parties when Customer submits the Insertion Order.

(b) **Acceptance and Rejection of Insertion Orders**. AdWallet shall confirm to Customer the receipt of each order issued hereunder within five (5) business days following AdWallet's receipt thereof and shall fill promptly and to the best of its ability all orders received. If AdWallet fails to issue a confirmation within the time set forth in the first sentence of this Section or commences performance under such Insertion Order without providing confirmation, AdWallet will be deemed to have accepted the Insertion Order.

(c) **Fees**. Customer shall pay AdWallet the fees ("Fees") as **set forth in the applicable order form or any Insertion Order** without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date. If Customer fails to make any payment when due, without limiting AdWallet 's other rights and remedies: (i) AdWallet may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse AdWallet for all reasonable costs incurred by AdWallet in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, AdWallet may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(d) **Taxes**. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on AdWallet's income.

(e) **Confidential Information**. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## 6. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK.

(a) **AdWallet IP**. Customer acknowledges that, as between Customer and AdWallet, AdWallet owns all right, title, and interest, including all intellectual property rights, in and to the AdWallet IP.

(b) **Customer Data**. AdWallet acknowledges that, as between AdWallet and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to AdWallet a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for AdWallet to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display anonymized Customer Data incorporated within the Aggregated Statistics.

(c) **Feedback**. If Customer or any of its employees or contractors sends or transmits any communications or materials to AdWallet suggesting or recommending changes to the AdWallet IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), AdWallet is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to AdWallet on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and AdWallet is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although AdWallet is not required to use any Feedback.

(d) **Content Licenses**. Customer agrees to and hereby does grant to AdWallet all rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Content and as necessary or appropriate for the performance by AdWallet of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Customer also grants AdWallet a limited License to use and display portions of the Content in connection with the promotion of AdWallet's business. AdWallet reserves the right to make technical changes to Content to ensure conformance with technical specifications.

(e) **Reservation of Rights**. AdWallet reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the AdWallet IP.

## 7. WARRANTY DISCLAIMER.

THE ADWALLET IP IS PROVIDED "AS IS" AND ADWALLET HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ADWALLET SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ADWALLET MAKES NO WARRANTY OF ANY KIND THAT THE ADWALLET IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## 8. INDEMNIFICATION.

(a) **AdWallet Indemnification**.

(i) AdWallet shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies AdWallet in writing of the claim, cooperates with AdWallet, and allows AdWallet sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit AdWallet, at AdWallet 's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If AdWallet determines that neither alternative is reasonably available, AdWallet may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by AdWallet or authorized by AdWallet in writing; (B) modifications to the Services not made by AdWallet; or (C) Customer Data.

(b) **Customer Indemnification**. Customer shall indemnify, hold harmless, and, at AdWallet's option, defend AdWallet from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; or (iii) modifications to the Services not made by AdWallet, provided that Customer may not settle any Third-Party Claim against AdWallet unless AdWallet consents to such settlement, and further provided that AdWallet will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) **Indemnification Procedure.** A party seeking indemnification under this Section 9 (the "**Indemnified Party**") shall give the Party from whom indemnification is sought (the "**Indemnifying Party**"): (a) prompt notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure; and (b) reasonable cooperation, at the Indemnifying Party's expense, in the defense of such claim. The Indemnifying Party shall have the right to control the defense and settlement of any such claim; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle or dispose of any claims in a manner that affects the Indemnified Party's rights or interest. The Indemnified Party shall have the right to participate in the defense at its own expense.

(d) **Sole Remedy**. THIS SECTION 0 SETS FORTH CUSTOMER'S SOLE REMEDIES AND ADWALLET'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL ADWALLET'S LIABILITY UNDER THIS SECTION 9 EXCEED TWO TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ADWALLET UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $1,000.00, WHICHEVER IS LESS.

## 9. LIMITATIONS OF LIABILITY.
IN NO EVENT WILL ADWALLET BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH

CASE REGARDLESS OF WHETHER ADWALLET WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL ADWALLET'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWO TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO ADWALLET UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $1,000.00, WHICHEVER IS LESS.

10. **TERM AND TERMINATION**.

(a) **Term**. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until one year from such date (the "**Initial Term**"). This Agreement will automatically renew for successive one year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) **Termination**. In addition to any other express termination right set forth in this Agreement:
(i) AdWallet may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after AdWallet's delivery of written notice thereof; or (B) breaches any of its obligations under this Agreement, including Section 2(f) or Section 5(e);
(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; or (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Effect of Expiration or Termination**. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the AdWallet IP and, without limiting Customer's obligations under Section 5(e), Customer shall delete, destroy, or return all copies of the AdWallet IP and certify in writing to the AdWallet that the AdWallet IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) **Survival**. This Section 11(d) and Sections 0, 5(e), 0, 0, 0, and 0 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. **MISCELLANEOUS**.

(a) **Entire Agreement**. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) **Force Majeure**. In no event shall AdWallet be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond AdWallet's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, endemics, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) **Amendment and Modification; Waiver**. No amendment to or modification of this. Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) **Severability**. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid,

illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) **Governing Law; Submission to Jurisdiction**. This Agreement is governed by and construed in accordance with the internal laws of the State of New Mexico without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New Mexico. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of New Mexico in each case located in Bernalillo County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) **Assignment**. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of AdWallet, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) **Export Regulation**. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) **Equitable Relief**. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5(e) or, in the case of Customer, Section 2(f), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) **Counterparts**. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(k) **Attorneys' Fees**. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees.

(l) **Cumulative Remedies**. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

(m) **Dispute Resolution; Arbitration**.
(i) **Dispute Resolution**. For any dispute that Customer may have with AdWallet, Customer agrees that Customer will first give AdWallet an opportunity to resolve the dispute. In order to initiate this dispute resolution process, Customer must first send AdWallet a written description of the dispute within thirty (30) days of the event giving rise to the dispute. Customer then agrees to negotiate with AdWallet in good faith about the dispute. This should lead to resolution, but if for some reason the dispute is not resolved satisfactorily within sixty (60) days after AdWallet's receipt of the written description, Customer agrees to the arbitration provisions below in Section 12(m)(ii).
(ii) **Arbitration**. In the unlikely event that the Parties are not able to resolve a dispute under Section 12(m)(i), the Parties each agree to resolve any claim, dispute, or controversy (excluding any claims we have for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by the American Arbitration Association ("**AAA**") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Nothing in this Section shall prevent either Party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that Party's data security, Intellectual Property Rights, or other proprietary rights.

This Advertising Services Agreement ("**Agreement**") is entered into as of _____ between AdWallet Inc., a Delaware corporation ("**AdWallet**"), and _____ ("**Customer**"). This Agreement includes and incorporates the above Advertising Platform Terms and Conditions and any subsequent Insertion Order.

**AdWallet Inc.**          **Customer**

By  AG                     By    _____

Adam Greenhood            Name  _____
CEO

AdWallet                   Address  _____
12231 Academy Rd NE #301-173
Albuquerque, NM 87111

Email: advertising@adwallet.com   Email  _____