

## Advertiser Terms of Service

Last updated on September [5th], 2022

PLEASE READ THE FOLLOWING ADVERTISER TERMS OF SERVICE (THE “AGREEMENT”) CAREFULLY AND DO PAY ATTENTION TO THE RESPECTIVE DEFINITIONS; IF YOU DO NOT FULLY UNDERSTAND AND AGREE TO ALL OF THE FOLLOWING TERMS, THEN YOU MAY NOT SIGN UP TO MINTEGRAL OR ACCESS THE SERVICES IN ANY WAY. **BY CLICKING ON “I AGREE TO THE ADVERTISER TERMS OF SERVICE” AND SIGNING UP TO MINTEGRAL IN MINTEGRAL WEBSITE (<https://adv.mintegral.com/signup>) OR CLICKING ON “広告主サービス利用規約 と プライバシーおよびデータ保護付帯条項 に同意します” AND SIGNING UP TO MINTEGRAL IN MINTEGRAL WEBSITE (<https://adv.mintegral.com/ja/signup>) (hereinafter referred to as “Mintegral Website”), YOUR CONSENT INDICATES YOUR ACCEPTANCE TO BE BOUND BY THE AGREEMENT.** THIS ACTION CREATES AN ELECTRONIC SIGNATURE THAT HAS THE SAME LEGAL FORCE AND EFFECT AS A HANDWRITTEN SIGNATURE. YOUR CONTINUED USE OF THE SERVICES PROVIDED BY MINTEGRAL MEANS THAT YOU HAVE READ, UNDERSTOOD, ACCEPTED AND AGREED TO ALL OF THE FOLLOWING TERMS.

### [Signing Entity]

If you choose to settle in RMB, this Agreement is signed between you and 北京汇量山河信息科技有限公司 and you are required to register and sign this Agreement with Mintegral on the Mintegral Website as a citizen of the mainland area of the People's Republic of China (hereinafter referred to as "Mainland China") or an entity duly incorporated under the laws of Mainland China.

If you choose to settle in US dollars, this Agreement is signed between you and the following entity of Mintegral:

- a) if you are a citizen of the United States of America or Canada or an entity duly incorporated under the laws of the United States of America or Canada this Agreement is signed between you and Mintegral North America Inc.;
- b) if you are a citizen of Hong Kong S.A.R. or Russia or an entity duly incorporated under the laws of Hong Kong S.A.R. or Russia, this Agreement is signed between you and Mintegral International Limited;
- c) if you are is not a citizen of or not an entity duly incorporated under the laws of the state or area specified in a), b), this Agreement is signed between you and Adlogic Technology Pte. Ltd.

Except as otherwise provided, 北京汇量山河信息科技有限公司, Mintegral International Limited, Adlogic Technology Pte. Ltd and Mintegral North America Inc. shall be collectively referred to as "Mintegral" in this Agreement. Your signing entity shall be considered the "Client". If you are handling and signing this Agreement on behalf of the Client, you shall guarantee that you have obtained the lawful and valid authorization of the Client. Client and Mintegral are each referred to in this Agreement as a “Party” and collectively, as the “Parties”.

Mintegral reserves the right, at its sole discretion, to change, modify, add or remove any part of the Agreement, at any time. Such modifications will be effective upon posting by Mintegral on the Mintegral website (<https://adv.mintegral.com/signup> and <https://adv.mintegral.com/ja/signup>). It is Client’s responsibility to

check the Agreement periodically for changes. CLIENT'S CONTINUED USE OF THE SERVICES AFTER SUCH MODIFICATIONS WERE POSTED ON THE MINTEGRAL WEBSITE MEANS THAT CLIENT HAS READ, UNDERSTOOD, ACCEPTED AND AGREED TO ALL OF THE MODIFICATIONS; **IF CLIENT DO NOT AGREE TO ALL OF THE MODIFICATIONS, THEN CLIENT SHALL STOP USING THE SERVICES IMMEDIATELY.**

This Agreement shall become effective from the date on which you accept the Mintegral Terms and Conditions upon your registration at <https://adv.mintegral.com/signup> or <https://adv.mintegral.com/ja/signup> with Mintegral and shall remain in full force and effect unless and until terminated by either Party in accordance with this Agreement.

## **1. Definitions.**

Unless otherwise specified, capitalized terms used in this Agreement have the meanings given to such terms in this Section.

**Affiliate** means a company which, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with a party. For this purpose control means the direct or indirect ownership of in aggregate fifty percent or more of voting capital.

**Adverse Change of Law** means the adoption, promulgation, modification or reinterpretation after the Effective Date, by any Governmental Authority in the Territory, of any law, regulation, policy, order, circular or similar directive, which action materially and adversely affects Client's and/or Mintegral's ability to enjoy the economic benefits of this Agreement or to enforce its rights under this Agreement.

**Agreement** means this Advertiser Terms of Service or any other documents incorporated into this Advertiser Terms of Service by reference.

**Amount of Installation** means the amounts of the Product that are completely downloaded and successfully installed by the end-users with different Internet Protocol addresses through clicking the Digital Promotional Messages promoted by Mintegral as the Service rendered to Client under this Agreement.

**Confidential Information** means any confidential or proprietary information and data of the Disclosing Party or its Affiliates, disclosed to the Recipient or its Representatives in connection with this Agreement, whether disclosed before or after the Effective Date and whether disclosed electronically, orally or in writing or through other methods made available to the Recipient or its Representatives. Notwithstanding the foregoing and other than where such Confidential Information includes personal data, for purposes of this Agreement, Confidential Information shall not include any information which the Recipient demonstrates by clear and convincing evidence is (i) at the time of disclosure in the public domain or thereafter enters the public domain without any breach of this Agreement by the Recipient or any of its Representatives, (ii) known by the Recipient before the time of disclosure, other than as a result of a prior disclosure by the Disclosing Party or its Affiliates or the Disclosing Party's Representatives, (iii) obtained from a third party who is in lawful possession of same and does not thereby breach an obligation of confidence to the Disclosing Party regarding such information, or (iv) developed by or for the Recipient or its Representatives through their independent efforts without use of Confidential Information; provided that, in each of the foregoing clauses (i) through (iv), no combination of features shall be deemed to be within the foregoing exceptions merely because individual features are publicly known or in the Receiving Party's possession, unless the particular combination itself and its principle of operations are in the public domain or in the Receiving Party's possession without the use of or access to Confidential Information. Except as otherwise specified in this Agreement, the material terms of this Agreement are deemed to be Confidential Information of each Party.

**CPI (Cost Per Installation)** means the cost of downloading and installing the Product by an end-user of a mobile phone (or other smart mobile device) through clicking the Digital Promotional Messages promoted by Mintegral as the Service rendered to Client under this Agreement.

**CPA (Cost Per Action)** means a pricing model that calculates digital marketing payments according to actions in response to an ad beyond simply clicking on it, including but not limited to subscriptions, email sign-ups, activations, sales leads and purchases.

**CPC (Cost Per Click)** means a pricing model that the publisher is paid each time a visitor clicks on a given Digital Promotional Messages and thereby being directed to a selected mobile webpage. No matter what action is taken at the selected mobile webpage, all that matters with this pricing model is that the Digital Promotional Messages was clicked.

**CPM (Cost Per Mille)** means a pricing model that the payments are calculated and made for each one thousand impressions. For this purpose, "impressions" means a measure of the number of times a Digital Promotional Message is seen. Without prejudice to any other terms of this Agreement, an impression occurs each time a unique visitor hits to a selected website/wap site, and this will be counted as an impression.

**CPT (Cost Per Time)** means a pricing model by which Client pays for the Digital Promotional Messages to be shown on a website/wap site for each billable time-based unit.

**Digital Promotional Messages** means the content, including but not limited to text, possible mobile web link, and/or graphic file or file of such other format as Client may designate from time to time, supplied by Mintegral to be published on any mobile applications and/or websites and which may contain a link to any mobile webpages and/or application stores where the Product can be downloaded and installed.

**Disclosing Party** means the Party disclosing or providing Confidential Information (either directly or through such Party's Representatives) to the Recipient or the Recipient's Representatives.

**Event of Force Majeure** means an earthquake, typhoon, floods or other acts of God, fire, explosion, action of governmental or military authority, upheaval, riot, war or any other major emergency that is unforeseeable and unavoidable.

**Governmental Authority** means any governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

**Indemnified Party** means a Party seeking indemnification pursuant to this Agreement.

**Indemnifying Party** means a Party from whom indemnification is sought under this Agreement.

**Law** means any statute, treaty, ordinance, rule, regulation, permit, order, writ, injunction, judicial decision, decree, code or other legally binding requirement of any Governmental Authority that may be in effect from time to time.

**Mintegral Platform** means an intelligent advertising platform owned and operated by Mintegral. The Mintegral Platform is a self-service advertising platform for Client to manage advertising campaigns.

**Price** means the Volume of the Product respectively multiplied by the CPI, CPA or other calculation standard as specified by this Agreement.

**Product** means the mobile games and/ or the application developed and/or distributed by Client that are identified on Mintegral Platform.

**Recipient** means the Party receiving the Confidential Information (either directly or indirectly through such Party's Representatives) from the Disclosing Party or the Disclosing Party's Representatives.

**Representatives** means, with respect to a particular Party, such Party's (i) Affiliates, (ii) officers, directors and employees, (iii) attorneys, accountants and financial advisors, and (iv) officers, directors and employees of such Party's Affiliates, who shall each be legally obligated to observe and perform the obligations of such Party and to keep and treat the Disclosing Party's Confidential Information received hereunder in a manner consistent with the terms hereof.

**Services** means the digital marketing services provided by Mintegral to Client according to this Agreement.

**Taxes** means any taxes imposed on the Service or the Parties activities under this Agreement by any Governmental Authority, including, without limitation, sales, use, personal, gross receipts, excise, tariff, value added, withholding and similar taxes. Taxes does not include any employment, income, property or similar taxes related to a Party's ordinary business activities.

**Volume** means the data of the Amount of Installation, Amount of Activation, or the amount of other data as specified under this Agreement.

The terms "data controller", "data subject", "personal data", "processing", and "sensitive personal data" shall have the same meanings ascribed to them under Data Protection Laws.

## **2. Service by Mintegral.**

- 2.1. Client registers account on Mintegral Platform (the "Client's Account"), creates campaigns and offers, sets targeting information, bid type, bidding price and budget, and uploads creatives for digital marketing by itself. Mintegral agrees to render Service to Client through the Mintegral Platform to perform certain digital marketing or other related services.
- 2.2. Client should submit all materials for digital marketing according to Mintegral's requirements. Mintegral has the right to review the materials and the supporting documents provided by Client. Mintegral has the right to instruct Client to change any material or reject any material if Mintegral, in its complete discretion, considers such materials in compliance with the applicable Laws in Territory or short of supporting documents, or Mintegral has reasonable grounds to believe that the Products or related materials violate the requirements of applicable Laws or policies of media platforms. Mintegral shall not be deemed as in breach of this Agreement if it suspends the Services until Client changes or resubmits the materials for digital marketing. **If the Products or materials for digital marketing provided by Client violate any Laws or infringe the rights of any third party, Client shall compensate Mintegral's losses in full.** The intellectual property rights associated with the materials for digital marketing that are submitted by Client to Mintegral belong to Client.
- 2.3. Mintegral may provide Client with authorized access to Mintegral Platform to obtain necessary data to evaluate the effects of Service provided by Mintegral. Such data is Mintegral's Confidential Information. Client agrees that it will (a) not use or disclose any data obtained from Mintegral; (b) not alter the data in any way; and (c) process such data in accordance with this Agreement.
- 2.4. Mintegral may, in its complete discretion, refuse at any time, during the Term of this Agreement, for any reason to accept any materials for digital marketing and/or to undertake any digital marketing program.
- 2.5. Solely for the purpose of Service, Client hereby grants Mintegral a limited, royalty free, nontransferable, nonexclusive right to use Client's trademark, trade name, service mark and domain name, and any

visual representations thereof, including logos, designs, symbols, word marks, images, colors and color combinations, trade dress and characters, and any other publicity rights or indicia of ownership owned or used by Client or its Affiliates.

- 2.6. For any material for digital marketing provided by Mintegral, Client can solely use it for purpose of having Mintegral perform certain digital marketing service or other related services under this Agreement. Client is not allowed to use it for any other purpose (including but not limited to having other ad platform to perform service for Client); otherwise Mintegral, in its sole discretion, is entitled to request Client to make additional payment for purchasing the materials. The intellectual property rights of the digital marketing material provided by Mintegral belong to Mintegral.

### **3. Representations and Warranties by Client.**

Client hereby represents and warrants to Mintegral that each of the statements contained in this Section 3 is true, complete, correct and not misleading in all material respects on and as of the date hereof.

- 3.1. Client is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its establishment.
- 3.2. The acceptance of this Agreement by its Representative whose name is provided in Mintegral Platform has been duly authorized by all necessary corporate action of Client.
- 3.3. When executed and delivered by Mintegral, this Agreement will constitute the legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms.
- 3.4. Client undertakes (1) that it has, in accordance with the Laws, the identity, administrative license, citation content and other supporting documents required for the operation of the Products under this Agreement, or has completed the examination and approval or filing procedures according to the Laws; (2) that it does not use the Products to engage in activities prohibited by the Laws such as endangering national security, disrupting social order or infringing upon the legitimate rights and interests of others; (3) the Products and the materials for digital marketing provided by Client have been and are in compliance in all material respects with all applicable Laws promulgated in Territory, all policies of Top Media Platforms where applicable, and will not violate any legitimate rights enjoyed by any third parties. **Mintegral has the right to remove or disconnect the content related to the Product or digital marketing material provided by Client if Mintegral has received a complaint from any third party against the Product or digital marketing material provided by Client or if Mintegral has been or may be investigated by any competent authority due to the Product or digital marketing material provided by Client. Mintegral has the right to disclose information related to this Agreement or Client's information to handle such complaints or investigations. Mintegral shall not be deemed as in a breach of this Agreement and Client shall bear all related losses. If Mintegral does not remove, disconnect such content or resume such content due to Client's written statement of non-infringement, Client shall compensate Mintegral for the resulting losses.**
- 3.5. If the Product or service provided by Client contains any content of online performance or live video streaming, Client shall bear the responsibility for such contents, the Product, services and business behaviors of it. Mintegral shall not bear any responsibility for the online performance or live video streaming. Client understands and agrees that if the Products or services provided by it or the online performance or live video streaming violate the Laws, Mintegral shall have the right to take technical measures and management measures such as deleting, shielding, disconnecting the links without prior

notice to Client, on its own or at the request of its cooperation channels, platforms or relevant regulatory authorities.

- 3.6. Any documents and information provided by Client when registered in Mintegral Platform (“Registration Information”) shall be true, complete, and accurate and shall be compliance with any applicable Laws or Mintegral’s requirements. Mintegral reserves the right to review, change, instruct Client to change or reject any such Registration Information provided by Client, or terminate or suspend Service to Client without any liability if Mintegral, in its complete discretion, considers such information is not true, complete, accurate, or in compliance with the applicable Laws or Mintegral’s requirements. Mintegral shall not be deemed as in breach of this Agreement if it suspend the Services until Client resubmit the Registration Information. If the Registration Information provided by Client is not true, complete, accurate, or in compliance with the applicable Laws or infringe the rights of any third parties, Client shall compensate Mintegral’s losses in full.
- 3.7. You are responsible for maintaining the security of all passwords and other credentials issued to or created by you and any of your employees or agents in connection with the Service. **You are also responsible for any and all activities that occur on, through or under any such credentials or otherwise in connection your account in Mintegral Platform and use of the Mintegral Platform, including campaign orders. You agree to immediately notify Mintegral of any unauthorized use of any of your account, passwords or credentials, as well as any other security breach related to your account.**

#### **4. Representations and Warranties by Mintegral.**

- 4.1. Mintegral hereby represents and warrants to Client that service rendered by Mintegral has been and is in compliance in all material respects with all applicable Laws promulgated in Territory.
- 4.2. Except as otherwise agreed in this Agreement, the Mintegral shall not make any express or implied statement or guarantee of the services provided by it, and shall not make any implied warranty as to the saleability of the services provided by it and the suitability for a particular purpose.

#### **5. Price, Payment, Taxes and Costs.**

- 5.1. The Price charged by Mintegral from Client for Service rendered shall be on the basis of Volume of the Product reflected on Mintegral Platform.
- 5.2. Payment.
  - 5.2.1. Both parties agree to apply a prepay model. Client may choose one of the following methods to make prepayment:
    - A. Adding funds within Client’s Account (if you are a natural person, you can only choose this method). You agree that 北京汇量山河信息科技有限公司 will receive your payment if you use RMB as settlement currency and Mintegral North America Inc. will receive your payment if you use USD as settlement currency.
    - B. Transfer payment to the bank account specified by Mintegral (**if you are a citizen of Russia or an entity duly incorporated under the laws of Russia, Adlogic Technology Pte. Ltd. will receive your payment on behalf of Mintegral International Limited**).
  - 5.2.2. Client agrees to maintain a deposit to Mintegral as the prerequisite of the commencement of the Services. Mintegral reserves the right to set a minimum amount of deposit for Client and adjust such

amount from time to time. The payment of deposit shall be made prior to the launch of any campaign. If the deposit is not successfully received by Mintegral, Mintegral will notify Client to pay it once again. If Client choose to settle in RMB, VAT invoice will be sent to Client on monthly basis based on each month's actual exhausted amount reflected in Mintegral Platform. If Client choose to settle in US dollar, invoice will be sent to Client on monthly basis based on each month's actual exhausted amount reflected in Mintegral Platform. Any spends in connection with the Services will be directly deducted from the deposit once is received. If the deposit is exhausted, Mintegral is entitled to suspend or terminate Client's participation, including the continuation of any ongoing campaign, without prior notice.

- 5.2.3. Tax and Fees.** Mintegral is responsible for all bank transfer fees. Any government taxes (including but not limited to VAT and its surcharges, withholding tax or departure tax) or other charges arising from this Agreement shall be borne by the Client. **[Special Note] (1) If the Client is a legally incorporated legal entity in the Republic of Singapore, Mintegral will deduct an additional 7% Goods and Services Tax (GST) when deducting the price payable by the Client from the Client's deposit in accordance with the laws of Singapore, and will pay the said tax to the Singapore tax authorities. Please note that if you are a GST registered business, you can deduct the above tax in your subsequent business activities; if you are not a GST registered business, you may consider becoming a GST registered business or changing the entity with which you work with Mintegral (for more information, please refer to: [https://www.iras.gov.sg/taxes/goods-services-tax-\(gst\)/basics-of-gst/goods-and-services-tax-\(gst\)-what-it-is-and-how-it-works](https://www.iras.gov.sg/taxes/goods-services-tax-(gst)/basics-of-gst/goods-and-services-tax-(gst)-what-it-is-and-how-it-works)); (2) if the Client a citizen of Russia or an entity duly incorporated under the laws of Russia, , the Client shall, in accordance with the requirements of Russian law, pay VAT to the Russian tax authorities as a tax agent of Mintegral through the reverse collection mechanism. Mintegral may at any time request from the Client proof that the Client has paid the aforementioned VAT, and the Client shall cooperate in providing full proof.**
- 5.2.4. No Refund. Client understands that all deposit will be reduced to offset the Price and any other cost payable to Mintegral as they are incurred; Client understand that Mintegral makes no warranty or guarantee for the quality of traffic and no refund will be made due to performance of the campaign. Notwithstanding anything to the contrary under this Agreement, any deposit will not be refunded to Client.
- 5.2.5. Where Client still owes Mintegral any fee under this Agreement after the deposit has been exhausted, the amount payable by Client to Mintegral shall be the total valorem tax amount shown on the VAT invoice issued to Client or the balance amount shown on the invoice (the balance amount is shown as balance due on the invoice, including the value added tax and its additional tax, withholding tax or departure tax payable by Client under this Agreement, deducting the deposit). Client shall pay to Mintegral within 30 calendar days after receiving the VAT invoice or invoice issued by Mintegral. Mintegral has the right to terminate the Services at any time if Mintegral does not receive the full amounts from Client within the above time limit, and to resume the service only after receiving the full amounts. Mintegral has the right to deduct the outstanding amounts from any deposit paid by Client in the future and Client shall bear default liabilities.
- 5.2.6. Volume of the Product shall solely refer to data reflected on Mintegral Platform. Both parties agree that data reflected on Mintegral Platform shall be deemed final and not subject to any change without approval of Mintegral.

- 5.2.7. You acknowledge and agree that any cancellation, suspension or termination of ad campaign due to any reason will be effective after 48 hours. Price generated before ad campaign's cancellation, suspension or termination being effective shall still be paid to Mintegral and deducted from the deposit according to Section 5.2 of this Agreement. If the deposit has been exhausted, such Price should be paid to Mintegral subject to section 5.2 iii.
- 5.2.8. Mintegral will make reasonable efforts to ensure the rationality of the technical algorithm, but Client acknowledges that due to factors such as unreasonable unit price set by Client on the Mintegral Platform, the actual Price of digital marketing may exceed the budget set by Client on the Mintegral Platform. Client shall still need to pay for the excess, but Mintegral will provide a reasonable explanation. Such Price shall be deducted directly from the deposit according to Section 5.2 of this Agreement. If the deposit has been exhausted, such Price should be paid to Mintegral subject to section 5.2 iii.

5.3. If you choose to settle in RMB, Mintegral will issue invoice as follows:

Billing items: information service fee;

Type of invoice: if Client is an entity, Mintegral will issue a VAT special invoice; if Client is a natural person, Mintegral will issue a VAT general invoice;

Invoice rate: VAT rate is 6% and VAT additional tax rate is 0.72% ;

Exchange rate: the foreign exchange price announced by the Bank of China on the issuance date of the invoice issued by Mintegral.

- 5.4. Client shall undertake that the billing information registered on the Mintegral platform is true, legal and accurate, and all losses and liabilities caused by the untrue, incomplete, inaccurate or illegal billing information provided by Client shall be borne by Client.
- 5.5. If you choose to settle in RMB, all payments due to Mintegral under this Agreement will be made to 广州汇世信息科技有限公司 in RMB as required by Mintegral. If you choose to settle in US dollars, all payments due to Mintegral under this Agreement will be made to Mintegral North America Inc. in US dollars as required by the Mintegral.
- 5.6. Client shall have no right to offset or deduct any amount owed to Mintegral under this Agreement for any reason or purpose whatsoever except by mutual consent of the Parties.

## **6. Confidentiality.**

- 6.1. The Parties hereby agree that in receiving Confidential Information pursuant to this Agreement, it shall (a) use the Confidential Information only to fulfil its obligations pursuant to this Contract; (b) treat all Confidential Information of the disclosing party as secret and confidential and shall not copy or disclose any such Confidential Information to any third party; (c) not, without the written consent of the disclosing party, disclose the Confidential Information or any part of it to any person except to the receiving party's directors, employees, parent company, subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by appropriate confidentiality and non-use obligations; and (d) comply promptly with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party's power or possession.



- 6.2. Either party may disclose the cooperative relationship between both Parties and use the name or logo of the other party in publicity, advertising or other marketing activities by providing the other party with two (2) business days' written notice (email is sufficient) to the other party. If a party objects to the use of their name or logo then the name or logo will not be used. Neither party may use the other party's name or logo in a way that will detrimentally effect the other party's reputation. Notwithstanding the foregoing, **the Client hereby consents to Mintegral's use of the Client's name and logo in customer listings and marketing materials. In addition, Client expressly allows Mintegral to use Client's performance data and experimentation data related to the digital marketing in Mintegral marketing material.**

## 7. Term and Termination.

- 7.1. This Agreement shall commence on the date on which You accept the Advertiser Terms of Service upon your registration in Mintegral Platform and shall remain in full force and effect unless terminated by either Party in accordance with this Agreement, whichever is earlier (the "Term").
- 7.2. Each Party acknowledges and agrees that this Agreement may be terminated by the mutual written agreement of the Parties. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party hereto if the breaching Party fails to cure the breach within 30 days after receiving written notice of such breach from the non-breaching party. Notwithstanding anything to the contrary, Mintegral reserves the right to discontinue Service, and/or terminate this Agreement with You at any time, without liability to You, if Mintegral reasonably suspects any of Client's breach of this Agreement.
- 7.3. If there occurs any Adverse Change of Law, the Parties agree to use their best efforts and to cooperate with each other to amend this Agreement either to bring it into conformity with the requirements of the Adverse Change of Law or to seek an alternative way to comply with the Adverse Change of Law. For purposes of this Agreement, an Adverse Change of Law also includes any change any applicable law which adversely affects Mintegral's ability to render Service to Client in any country of the Territory. If the Parties are unable to amend this Agreement pursuant to this Section 7.3 in a manner acceptable to both Parties, either Party may terminate this Agreement by providing 30 days' written notice to the other Party.
- 7.4. In addition to or in lieu of any other remedy to which Mintegral may be entitled under this Agreement or under applicable Law, Mintegral may, at its option, without liability or penalty, suspend the fulfillment of or cancel any Service: (a) if Client has not made payment of any amounts owed to Mintegral in accordance with Section 5 of this Agreement; (b) if this Agreement is terminated due to Client's breach in accordance with Section 7.2 above or if Mintegral has provided Client with a notice of breach of this Agreement in accordance with Section 7.2 above; (c) if this Agreement is terminated for Adverse Change of Law in accordance with Section 7.3 above.

## 8. Compliance with Laws.

Each Party shall comply with all applicable Laws in the Territory during the Term of this Agreement (including but not limited to any applicable Data Protection Laws).

## 9. Default Liabilities.

To all past due amounts that are not paid by Client, Mintegral may charge late fees which will equal to the lesser of (a) 0.05% per calendar day or (b) the maximum rate allowed by law. Client's failure to pay the payable amount by the due date shall be deemed as a default. In addition to other remedies available to

Mintegral under this Agreement Mintegral is entitled to elect to terminate or suspend the Services immediately without any liabilities.

#### **10. Force Majeure.**

Neither party will be liable for a delay or default in the performance of its respective obligations under this Agreement if such delay or default is caused by the Event of Force Majeure. If an Event of Force Majeure constitutes for a period of five (5) Business Days, either party has the right to cancel this agreement without penalty. However, such cancellation will not alter a party's liability for payments due as at the time that the Event of Force Majeure commenced.

#### **11. Indemnification.**

- 11.1. Client agrees to hold harmless, defend and indemnify Mintegral and its Affiliates, and their respective officers, directors, shareholders, employees, agents and other Representatives, against any pending, threatened, resolved or settled Third Party claims, liabilities, demands, judgments or causes of action, and costs and expenses related thereto (including reasonable attorneys' fees and costs, arbitration cost) (collectively "Claims"), arising out of: (a) Client's developing, distribution, use or sale of the Product or other exercise of rights hereunder; (b) any contents of the Digital Promotional Messages; (c) any breach of this Agreement or applicable Law by Client;
- 11.2. Client's or its Representatives' breach of any applicable Law or failure to advise Mintegral of the requirements of any applicable Law; or (e) any gross negligence or willful misconduct of Client or its Affiliates or any of their respective directors, officers, employees, contractors, agents or other Representatives.
- 11.3. Mintegral agrees to hold harmless, defend and indemnify Client and its Affiliates, and their respective officers, directors, shareholders, employees, agents and other Representatives, against any Claim arising out of: (a) any breach of this Agreement by Mintegral; or (b) any gross negligence or willful misconduct of Mintegral or its Affiliates or any of their respective directors, officers, employees, contractors, agents or other Representatives.
- 11.4. In claiming any indemnification hereunder, the Indemnified Party shall promptly provide the Indemnifying Party with written notice of any Claim which the Indemnified Party believes falls within the scope of the foregoing Sections 11.1 or 11.2. The Indemnified Party may, at its own expense, assist in the defense if it so chooses; provided that the Indemnifying Party shall control such defense and all negotiations relative to the settlement of such claim and further provided that any non-monetary settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's written consent.
- 11.5. The Indemnified Party shall, to the extent within the Indemnified Party or its Affiliates, reasonably cooperate with the Indemnifying Party to mitigate the basis upon which the Claim giving rise to such indemnification is based and the damages resulting therefrom.

#### **12. Limitation of Liability.**

Excluding Client's and Mintegral's respective obligations under Section 11, damages that result from a breach of Section 6, gross negligence or intentional misconduct by either Parties, in no event will either Party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including but not limited to damages for loss of profits, business interruption, loss of information, and the like, incurred by either Party arising out of this Agreement, even if such Party has been advised of the possibility of such

damages. Mintegral will not be liable for direct damages in excess of the amounts paid by Client to Mintegral during the six-month period immediately prior to the time that the cause of action arose.

### **13. Governing Law and Dispute Resolution.**

- 13.1. When client is a Chinese citizen or is an entity duly incorporated under the laws of the mainland areas of the People's Republic of China, this Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the **laws of the People's Republic of China**. Any dispute arising or in connection with this Agreement will be resolved through friendly consultation between the parties. In case no settlement can be reached, either Party may file a lawsuit against the other Party in the competent court with jurisdiction in the place of Agreement, which is Tianhe District, Guangzhou City, PRC.
- 13.2. When client is a citizen of North America or is an entity duly incorporated under the laws of the any state or area of North America, this Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the **laws of the state of California, U.S.** In case no settlement can be reached, the disputes will be **determined by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules**. The International Expedited Procedures of the International Centre for Dispute Resolution shall apply regardless of the amount in dispute. The place of arbitration shall be San Francisco. The arbitration proceedings shall be conducted in English.
- 13.3. When client is a citizen of the state or area outside the scope mentioned in Section 13.1 and 13.2 of this Agreement, or an entity duly incorporated under the laws of the any state or area outside the scope mentioned in Section 13.1 and 13.2 of this Agreement, this Agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with **the laws of Hong Kong**. In case no settlement can be reached, the disputes will be **submitted to the Hong Kong International Arbitration Centre ("HKIAC")** for arbitration according to the then effective rules of HKIAC. The arbitration shall take place in Hong Kong. The arbitration proceedings shall be conducted in English;
- 13.4. For The number of arbitrator shall be three. The arbitration award will be final and binding on both parties. During the course of arbitration, this Agreement shall continue to be performed except for the part which the parties are disputing and which is undergoing for arbitration. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

### **14. Governing Language**

This Agreement is executed in English. If necessary, it may be translated into other languages. However, if there's any conflict, ambiguity or discrepancy between the English version and a version in any other language, the English version shall prevail.

### **15. Miscellaneous.**

- 15.1. All notices, instructions, demands, consents, approvals and other communications to be given or delivered under or by reason of the provisions of this Agreement by either Party shall be in writing and shall be deemed to have been given: (a) when personally delivered; (b) when delivered by an internationally recognized courier service; or (c) when sent by email to the designated email address

specified in this Agreement or the email address with the same domain name. Notices, instructions, demands, consents, approvals and other communications to Mintegral will be sent to or received by the relevant addresses as the following. Client may change its notice address and contact person by giving written notice to the other Party in the manner provided for in this Section 16.1 or revise its registration information in Mintegral Platform.

Client:

Contact address: provided by Client in Mintegral Platform;

Email address: email address provided by Client in Mintegral Platform or any other email address with the same enterprise domain name;

Mintegral:

Contact address: Legal and Compliance Department, Floor 43, East Tower of Tianying Square, No.222 Xingmin Road, Tianhe district, Guangzhou, China;

Email address: support@mintegral.com.

- 15.2. Neither Party not directly or indirectly assigns or otherwise transfers its rights or obligations under this Agreement in whole or in part without the express written consent of the other Party. Any assignment or transfer or attempt to assign or transfer of this Agreement or the rights granted herein without the written consent of the other Party shall be void.
- 15.3. The remedies provided herein are not exclusive of any other lawful remedies which may be available, and a Party's election of a remedy shall not constitute an exclusive election of remedies.
- 15.4. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent any provision of this Agreement is determined to be prohibited or unenforceable in any jurisdiction, the Parties agree to use reasonable efforts, and agree to cause their Affiliates to use reasonable efforts, to substitute one or more valid, legal and enforceable provisions that, insofar as practicable, implement the purposes and intent of the prohibited or unenforceable provision.
- 15.5. Termination of this Agreement shall not impair any rights of either Party, or obligations of either Party, with respect to Section 6, Section 9, Section 11, Section 12 and Section 13.
- 15.6. No waiver of any of the provisions of this Agreement shall be valid unless in writing signed by the Party against which the waiver is sought to be enforced. No waiver by either party of any breach of or failure of performance shall be deemed a waiver as to any subsequent breach or failure of performance, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of a Party to enforce any provision or to exercise any right or remedy shall not constitute a waiver of such Party's rights or the other Party's obligations.

Annex A

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (“Agreement”) is an annex to the Advertiser Terms of Service. If there is any discrepancy between the Advertiser Terms of Service and this Agreement, the latter shall prevail.

**WHEREAS**, Client and Mintegral each wish to disclose to the other and to receive from the other certain information considered and treated by each party as confidential and/or proprietary;

**WHEREAS**, the parties agree to receive such information subject to the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing premises, which are incorporated in this Agreement, and the mutual promises contained herein, and intending to be legally bound hereby, Mintegral and Client agree as follows:

## **1. Confidential Information**

- 1.1. Confidential Information is any information relating to the intellectual property and business practices of either party, whether or not reduced to writing or other tangible expression, which the disclosing party considers to be proprietary and confidential. Such Confidential Information includes, but is not limited to: (i) information relating to research and development, discoveries, improvements, processes, know-how, specifications, samples, notes, patents, copyrights, trademarks, trade names, trade secrets, and patent, trademark and copyright applications; (ii) business plans, financial information, computer hardware or software, information systems, source code, products, services, costs, sources of supply, strategic plans, advertising and marketing plans, customer lists, sales, profits, pricing methods, project proposals, personnel, and business relationships; (iii) the client information that provided by the disclosing party in accordance to the requirement of performing services; and (iv) **any data presented in the Mintegral Platform or provided by Mintegral.**
- 1.2. Confidential Information shall not include any information which: (i) was already known to the receiving party prior to the time of disclosure by the disclosing party; (ii) is available or becomes generally available to the public other than through a breach of this Agreement by the receiving party; (iii) is acquired or received rightfully and without confidential limitation by the receiving party from a third party; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is required by applicable law or court order. If the receiving party becomes legally required to disclose Confidential Information, the receiving party will give the disclosing party prompt advance notice of such requirement and a reasonable opportunity to seek a protective order or other appropriate remedy. If the disclosing party is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the receiving party will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement.
2. The receiving party agrees to take all necessary and appropriate steps to keep confidential and protect the disclosing party's Confidential Information including: (i) restricting access to all Confidential Information received from the disclosing party to those employees who have a "need to know" and who are made aware of and agree to be bound by the obligations of confidentiality contained herein; and (ii) not using, disclosing, or allowing access to such Confidential Information by any third party, except as authorized by the disclosing party in writing. The receiving party further agrees to use the same degree of care in safeguarding the Confidential Information as its uses for its own information, but in no event less than a reasonable degree of care. Except as required by law, each party agrees to keep confidential the existence of this Agreement and that it is meeting with or receiving information from the other party.

Notwithstanding the foregoing, Client acknowledges and agrees that certain digital marketing campaigns that Mintegral may conduct hereunder at Client's request may require Mintegral to expose, reveal, disclose or describe Client's Confidential Information, including, without limitation, new concepts, products, services or designs, to targeting audiences ("Promotion"). Client hereby waives and releases Mintegral from and against any and all, loss, claim or liability resulting from or related to Mintegral's disclosure of Client's Confidential Information to targeting audiences in connection with Promotion.

3. Both parties agree that the Confidential Information is and will remain the property of the disclosing party. No use of such Confidential Information is permitted except as provided in this Agreement. The receiving party shall not duplicate or incorporate the Confidential Information into its own records or database except as necessary to perform its obligations hereunder.
4. Upon the written request of the disclosing party, the receiving party shall at the disclosing party's option either: (i) return the Confidential Information, in whatever form held by the receiving party, or (ii) certify in a writing signed by a duly authorized officer or representative of the receiving party that such Confidential Information, in whatever form held, has been destroyed. The confidentiality obligations herein shall survive any expiration or termination of this Agreement.
5. Both parties acknowledge and agree that the unauthorized disclosure or other violation, or threatened violation of this Agreement by a party will cause irreparable damage to the other and that money damages would not be a sufficient remedy for any breach of this Agreement. Both parties agree that the non-breaching party will be entitled to specific performance and injunctive or other equitable relief prohibiting the breaching party from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security, in addition to any other rights and remedies available in law. The non-breaching party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in conjunction with such proceedings.
6. Nothing in this Agreement is intended to grant any rights to the receiving party under any patent, copyright, trademark, trade name or other proprietary right of the disclosing party, nor shall this Agreement grant the receiving party any rights in or to the Confidential Information. Neither party shall reverse-engineer, decompile, or disassemble any products, prototypes, software or other tangible objects that embody the Confidential Information nor shall either party remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the other party. Nothing in this Agreement shall limit or restrict the rights of the disclosing party to assert infringement or other intellectual property claims against the receiving party.
7. Each party acknowledges and agrees that either party may currently or in the future be developing technology or information internally, or receiving information from third parties involving technology or information, that may be similar to or the same as the other party's technology or information. Further, it is agreed that nothing in this Agreement shall be construed as a representation or implication that either party will not develop or review for itself or others technology or information that may compete with or be similar to the technology or information contemplated by the other party; provided, however, that the receiving party agrees not to disclose to third parties the disclosing party's Confidential Information nor to use the disclosing party's Confidential Information for its own benefit.
8. Neither this Agreement nor anything disclosed or provided pursuant to this Agreement creates or should be construed to create, in any manner, any obligation to enter into any contract or business arrangement nor does

it obligate either party to purchase any service or item from the other or offer for sale any products using or incorporating Confidential Information.

9. Each party represents and warrants that it has the right to make the disclosures contemplated by this Agreement, and that such disclosures will not violate or infringe upon the rights of any third party. Except with respect to information furnished by Client to Mintegral in connection with Mintegral' performance under a services agreement, both parties acknowledge and agree that neither party makes any representation or warranty (express or implied) as to the accuracy and completeness of Confidential Information.
10. This Agreement is executed in English. If necessary, it may be translated into other languages. However, if there's any conflict, ambiguity or discrepancy between the English version and a version in any other language, the English version shall prevail.
11. This Agreement may not be assigned by either party without the prior written consent of the other party. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. Any failure by either party to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. A waiver given by either party on any one occasion will not be construed as a waiver of any right on any other occasion. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be amended or modified except by a writing signed by both parties.

## Annex B

### **Data Protection Addendum**

This Data Protection Addendum (“**Addendum**”) is an annex to the Advertiser Terms of Service. If there is any discrepancy between the Advertiser Terms of Service and this Agreement, the latter shall prevail.

#### 1. Definitions

**Data Protection Laws** means any applicable data protection or privacy Laws. As applicable, it shall include but not be limited to (a) The Personal Data Protection Law of the People's Republic of China (“Chinese PIPL”) and other related laws and regulations, normative documents, regulatory requirements, national standards; (b) the EU e-Privacy Directive 2002/58/EC as implemented by countries within the European Economic Area (“EEA”); (c) the EU General Data Protection Regulation (“EU GDPR”) as implemented by countries within the EEA; (d) the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the EU GDPR as retained as UK law by the European Union (Withdrawal) Act 2018 (“UK GDPR”); (e) the US Children's Online Privacy Protection Rule (“COPPA”); (f) the California Consumer Privacy Act (“CCPA”), and/or (g) the Brazilian General Data Protection Law (Lei Geral de Proteção de Dados Pessoais) (“LGPD”), and/or (h) other Laws that are similar, equivalent to, successors to, or that are intended to or implement the Laws that are identified in (a) through (g) above.

The terms "**data controller**", "**data subject**", "**personal data**" and "**processing**" shall have the same meanings ascribed to them under Data Protection Laws.

**Users** means a human end-user accessing a mobile/web application/website and accessing ads served by Mintegral or its business Clients.

2. Client and Mintegral hereby agree to incorporate the European Data Protection Addendum (“**European Addendum**”), California Consumer Privacy Act Addendum (“**CCPA addendum**”) and Personal Data Protection Addendum for Mainland China (**Chinese PIPL Addendum**), which are available at [www.mintegral.com/cn/dpa](http://www.mintegral.com/cn/dpa), into this Agreement (“**Online DPA**”), and agree to comply with the provisions in the Online DPA.
  - 2.1. Where personal data are processed under or in connection with this Agreement and for purposes of that processing either party is subject to the EU GDPR and/or the UK GDPR, the European addendum shall apply and will be incorporated into this Agreement by this reference. In such case, each party shall comply with the terms of the European Addendum.
  - 2.2. Where personal data are processed under or in connection with this Agreement and for purposes of that processing either party is subject to the CCPA, the CCPA Addendum shall apply and will be incorporated into this Agreement by this reference. In such case, each party shall comply with the terms of the CCPA Addendum.
  - 2.3. Where Personal data are processed under or in connection with this Agreement and for purposes of that processing, either party is subject to the Chinese PIPL, the Chinese PIPL Addendum shall apply and will be incorporated into this Agreement by this reference. In such case, each party shall comply with the terms of the Chinese PIPL Addendum.
3. Besides the provides in the Online DPA, Client specifically confirms and agrees the following purpose for which Mintegral process the Client Personal Data, and the roles that Mintegral acts as pursuant to applicable laws.
  - 3.1. Client (or any third party designated by Client) may transfer any Personal Data of Users to Mintegral (“Client Personal Data”) for purpose of (i) ads attribution and making settlement, detecting fraud and resolving dispute related to the Agreement (the “Major Activities”) and (ii) profiling Users, tracking Users and serving Users with interest-based ads or personalized ads for any ad campaigns through Mintegral Platform (the “Additional Activities”).
  - 3.2. Where the EU data protection laws or the UK data protection laws apply, to the extent Mintegral processes Personal Data for the purpose of the Additional Activities , Mintegral acts as a data controller.
  - 3.3. Where CCPA applies, to the extent Mintegral processes Personal Data for the purpose of the Additional Activities, Mintegral acts as a Business (as defined under CCPA).
4. In addition to the terms specified in Online DPA, Client represents and warrants (i) that adequate notices have been provided to Users, and valid consents have been obtained from Users (the “User’s Consent”), in each case and in compliance with any applicable Data Protection Laws, to the extent necessary for Mintegral to Process the Client Personal Data in connection with the Agreement and as described in the Mintegral Privacy Policy including, without limitation for the performance of the Major Activities and the Additional Activities, and international transfers of Client Personal Data to and from Mintegral in accordance with any applicable law; (ii) Client shall not by act or omission, cause Mintegral to violate the Mintegral Privacy Policy, any Data Protection Laws, notices provided to, or consents obtained from, Users as result of Mintegral’s Major Activities and Additional Activities; (iii) Client shall, upon Mintegral’s request, provide records of all the User’s Consent to Mintegral; and (iv) Client shall notify Mintegral in writing within 24 hours upon receiving any User’s objection to or withdrawal of any Users’



Consent for Mintegral to Process their Personal Data or other information for the Major Activities and the Additional Activities pursuant to this Section 3.

5. The Online DPA may be amended from time to time, provided that such amendment shall not have a material adverse impact Client's rights and interests provided under this Addendum. In the event of any conflict between the provisions of the Online DPA and those of this DPA, the provisions of the Online DPA shall prevail.
6. Client warrants that it has provided adequate notices to, and obtained valid consents from, its employees, in each case, to the extent necessary for Mintegral and/or its, affiliates to send direct marketing by email to Client's employees in relation to the products and services of Mintegral and/or its affiliates, in accordance with the Mintegral Online Privacy Policy (<https://www.mintegral.com/en/privacy/>). Client will provide on request records of all consents obtained from its employees to Mintegral and shall notify Mintegral in writing within 24 hours of Client receiving employee's objection to or withdrawal of consent.
7. When Mintegral makes disclose or makes available personal data ("Mintegral Personal Data") to Client (or third party designated by Client to the extent necessary for the purpose of providing digital marketing service, Client warrants that Client shall process the personal data solely for purpose of ads attribution and settlement pursuant to this Agreement. Without written consent of Mintegral, Client is not entitled to disclose or make available Mintegral Personal Data to any third party. For any international transfer of personal data, Client warrants that it shall comply with any applicable law and take any measure to ensure that the international transfer is in compliance with any applicable law.

## Annex C

### Addendum for Sensitive Products

This Addendum for Sensitive Products ("**Addendum**") is an annex to the Advertiser Terms of Service. If there is any discrepancy between the Advertiser Terms of Service and this Addendum, the latter shall prevail.

#### 1. Definitions

**"License"** means a valid license, authorization, or other permission for the Products required by applicable Rules and issued by the relevant authorities in the Territory.

**"Product"** means the mobile games and/ or the application developed and/or distributed by Client which it would like to engage Mintegral to provide digital marketing service and maybe considered under the Rules related to:

- a. opportunity exists for users to win or gain real money or other items of value within the Product;
- b. loans, factoring, insurance, foreign exchanges, virtual currency or other financial product or service;
- c. cigarette or electronic cigarette;
- d. health care, health products, medical beauty, special purpose cosmetics;
- e. live dating, stranger dating related products or services, etc..

**"Policy"** means any policy of Google Play, App Store, Mintegral Platform or any other media platform which may be amended from time to time.

**"Rule"** means any statute, treaty, ordinance, rule, regulation, permit, order, writ, injunction, judicial decision, decree, code or other legally binding requirement of any governmental authority in the Territories and any codes of practice, guideline, standard or any other similar documents published by any self-regulatory

organization or any industry association.

“Territory” means the jurisdiction where Client operates or the Product is allowed to play.

2. Client represents and warrants that:
  - a. the Products and the relevant advertising materials provided by Client are fully comply with the Rules and Policies, especially, all advertising materials will not consist of any false, misleading or deceptive representation;
  - b. it will provide Mintegral the download link of each Product and a list of territories where it would like to engage Mintegral to provide digital marketing service;
  - c. it will provide the most updated version of the Product and will not restrict Mintegral from accessing any part within the Product;
  - d. it will only promote its Products within the jurisdictions where the Rules and Policies allow it to do so;
  - e. if required by any applicable Rule, Client has and maintains a valid License and provide Mintegral with a copy of its License(s) upon Mintegral’s request;
  - f. all advertising materials related to the Products will comply with any requirement related to Client’s License (for example, such creatives or advertisement will not go beyond the scope of the authorization of the Client’s License) ;
  - g. if a License is (i) terminated or suspended; or (ii) amended in any material way, Client will immediately inform Mintegral and, if necessary, any creative or advertisement of the Product may be removed accordingly by Mintegral immediately without notice. In such case, Mintegral will not be deemed as in violation of the Agreement;
  - h. it will immediately inform Mintegral if Client or its Products are the regulated subjects of any Rule or Policy;
  - i. it is not a party to any lawsuit, demand, proceeding, investigation, or regulatory inquiry with respect to the legality of the Products and Client will promptly inform Mintegral if the foregoing is no longer the case;
  - j. it will promptly provide all reasonable co-operation and assistance in the event of any regulatory investigation or legal action relating wholly or partly to any of the Products;
  - k. it has taken commercially reasonable steps to avoid directing the Products to any person under the legal age of majority in the Territories (e.g., through the implementation of an age gate), and that it will not knowingly direct the Products to any person under the legal age of majority in those Territories.
3. Mintegral reserves the right not to start to provide any digital marketing service under the Agreement until completion of reviewing the legality of each Product;
4. If any part of the Product is updated or amended by Client after reviewing by Mintegral, Client will inform Mintegral in writing immediately. Mintegral reserves the right not to suspend to provide any digital marketing service under the Agreement until completion of reviewing the legality of the updated Product;
5. Mintegral makes no implied or express representation, warranty or guarantee of any kind that geographic targeting limitations, any bidding term or any other campaign details set by Client, will prevent any creatives or advertisements for Products from being in violation of applicable Rule or Policy. Mintegral’s delivery of any creatives or display of any advertisement for Products will not, in any event, constitute Mintegral’s guarantee that Client’s Product complies with the Rules and Policies.
6. Mintegral reserves the right to take any of the following measures against Client if Mintegral, in its complete discretion, considers Client is in breach of Section 1:
  - (a) To suspend or terminate any service immediately without any notice to Client;
  - (b) To delete or remove any and all relevant advertisement;
  - (c) To request indemnification from Client for any and all loss and cost that arise out of the Client’s

- breach of this Addendum, including but not limited to any claim from any third party or any penalty from competent authority;
- (d) To terminate the Agreement and request indemnification according to the Agreement.