

Insertion Order

CLIENT INFORMATION SUMMARY

Client Name		
Billing Address 1		
Billing Address 2	Postal Code:	
City/Country	Country:	
Phone/Fax	Fax:	
Main Contact	Name:	E-Mail:
Financial Contact	Name:	E-Mail:
Technical Contact	Name:	E-Mail:
VAT / State Tax Code		

CAMPAIGN SUMMARY

Campaign Name	Budget	Campaign Details on Page 2
Crypto Youtube/Twitter/Tiktok Videos	\$2,000	
	\$30,000 Milestones	
	Cost Plus	
	Rev-ShareN	
Total Budget:	Milestone(1,2)+Cost Plus+Rev-ShareG	
Campaign Start Payment Date	13/9/2021	
Campaign End Payment Date	1 year from the last confirmed reported media content post	
Traffic Restrictions:	Social media influencers = Youtube/Twitter/Tiktok Categories “Solana, NFT, Crypto, Trading, Investing”	
Other Information: See below.		

TERMS & CONDITIONS

General Terms:

- Client agrees to give **48hrs written notice** for any campaign cancellation, payout change or offer downtime.
- During any unexpected offer downtime on advertiser side, advertiser informs Alpha immediately and agrees to **credit based on MTD** (month-to-date) conversion stats or best estimated stats agreed upon by both parties.
- Any landing page, link, or creative changes requires **minimum 24hrs/1 business day notification** to Alpha.
- Invalid leads and tracking discrepancy will be resolved through **(monthly/weekly/quarterly/yearly) reporting** to be reconciled by client, also client where possible must provide native reporting or a system login for Alpha (If not Alpha native tracking will be used).
- Total revenue must be calculated monthly from all sources (CLIENT Platforms/Youtube) and read only access for sales data given to Alpha or produced as a report once per **(quarter)**.
- Payouts paid out within 15 days of each monthly invoice.
- Traffic restrictions: Social media influencers = Categories "Solana, NFT, Crypto, Trading, Investing"
- Reporting source: CLIENT Platforms/Youtube/Twitter/Tiktok
- Unspent budget per milestone to be rolled over into the next milestone period or refunded in full on request without limitation, unless it is spent or allocated by client. Once budget is allocated, it cannot be un-allocated, as is reserved for the influencer in question.

Media Budget Details (As milestones)						
Budget Milestone (Upfront and Rolling)	Countries (Country Codes)	Type	Price	Period	End Period	Comments
\$2,000		Setup	\$2,000	Upfront	On payment	One off non-recurring, 3 week spin up time
\$30,000 total per quarter	Global	Per Offer	\$30,000	Upfront, then Paid every quarter or on demand	Rolling top up per quarter	Budget assigned per video offer and signed off by client in advance on receipt of offer.

CLIENT AUTHORIZATION (must have signing authority)		Company/Alpha AUTHORIZATION	
Name		Name	
Title		Title	CEO
Client signature		Alpha signature	
Date	13/09/2021	Date	13/09/2021

CAMPAIGN DETAILS (As per Definitions Page 3)						
Campaign Name	Countries (Country Codes)	Type	Price	Daily CAP	Monthly CAP	Comments
Crypto Youtube/Twitter/Tiktok Videos	Global	Rev-ShareN	10%	NA	NA	Cut of total NFT sale, calculated as a % of the NET profits after marketing.
Crypto Youtube/Twitter/Tiktok Videos	Global	Cost Plus	20%	NA	NA	Percentage on top of each video cost + Percentage of any tokens/NFTs required by the influencer as payment

Alpha BANK DETAILS	
Name	AlphaGG
Billing Address 1	Metrobank PLC
Account	XXXXXXXXXX Country: United Kingdom
Sort	XX XX XX Net payment: 15 days
IBAN	XXXXXXXXXXXXXXXXXXXXXXXXXX
Swift	XXXXXXX
Financial Contact	Name: XXXXXXXX XXXXXXXXXXXXXXXX E-Mail: XXXXXXXX@x.com
VAT / Tax Code	XXX XX XXXX
ETH Wallet	

Agreed Client Baseline Income for Rev Share Calculations (Definitions Page 3, (g)&(h))				
Revenue Source	Countries (Country Codes)	Revenue per month Price	Reporting source	Comments
NA	NA	NA	NA	NA

Terms and Conditions for Placement Insertion Order ("IO")

Definitions. In this IO these terms shall have the following meaning, except if indicated otherwise in the IO:

- (a) **"Cost Plus"** - Payment is based solely on the media costs spent by Alpha plus X% from the media costs spend by Alpha;
- (b) **"CPM"** -cost-per-thousand impressions. Payment is based on the number of impressions delivered by the reporting source agreed (Youtube/Instagram/Other) (the **"Company"** or " Alpha ");
- (c) **"CPC"** - cost-per-click. Payment is based on the number of clicks delivered by the reporting source used by Alpha;
- (d) **"CPA"** - cost per acquisition. Payment is based on actual acquisitions made by viewers of the Campaign (as defined below) solely as reported in the reporting source used by Alpha;
- (e) **"CPV"** – cost per view. Payment is based on actual views of the Campaign as reported in the reporting source used by Alpha;
- (f) **"CPI"**- costper- install. Payment is based on the numbers of installs delivered by the reporting source used by Alpha;
- (g) **"Rev-ShareG"** – Payment is based on X% from the actual gross income of the Campaign or Sales or Token offering as reported in the reporting source used by Alpha or provided by Client; If a baseline Client revenue has been established – this baseline is a non-assignable income rate which Alpha may not use as part of it's revshare calculations, anything above this may be assigned however as billable.
- (h) **"Rev-ShareN"** – Payment is based on X% from net income of the Campaign or Sales or Sales or Token offering as reported in the reporting source used by Alpha or provided by Client, minus agreed costs; If a baseline Client revenue has been established – this baseline is a non-assignable income rate which Alpha may not use as part of it's revshare calculations, anything above this may be assigned however as billable.
- (i) **"CPI Goal/Dynamic CPI"** - Payment is based solely on the costs reported by Alpha -
- (j) **"Media Plan"** - only the App name, Media type, Monthly budget, Countries, CPI rates, Platform and Devices , Daily cap and/or Start/End date.

Order. Subject to (i) the details provided herein by the advertiser (the **"Client"**), and (ii) to the terms and conditions of this IO, the Company shall provide online advertisement services (the **"Campaign"**) to the Client. If not indicated otherwise in this IO, payment for the Campaign shall be made on a CPM basis, based on the pertinent data generated by the Company. The Parties may execute, from time to time, additional IO's (the **"Additional IO"**s) for different Campaigns, all of which are

subject to the terms and conditions of this IO. Notwithstanding the foregoing, the Company reserves the right to change these terms and conditions from time to time and to reject any Campaign for any reason. The Company does not guaranty the effectiveness of any Campaign.

Cancellations and Amendments. Without limiting any of the remedies available to the Company pursuant to this IO and pursuant to any law or regulation, the Company may terminate the Campaign in any of the following events: (i) the duration for the Campaign set forth in this IO or in the Additional IO, has elapsed; (ii) a 15 days' notice of termination has been executed by the Client and delivered to the Company (iii) the Client has breached any of the obligations, representations and/or warranties set forth in this IO. Any additions and/or amendments to a Campaign shall be submitted to the Company not less than 7 business days' notice prior to the launch of such new Campaign and shall be subject to the Company's prior written confirmation.

Payment. Payment for the relevant portion of the Campaign is due within 15 days from the end of each calendar month (or part thereof) in which the Campaign has been run. The Company reserves the right to demand that payment shall be made in advance.

All prepayments will be credited against Client's debt to the Company. Any outstanding amount shall bear interest at the rate of 1.5% per month from the invoice due date until fully paid. Transaction fees will not be reduced from Alpha payments.

Milestone payments if allocated with a campaign are to act as the "effective date" of that campaign's start date, with the first payment of fund's being received by Alpha as this contract's effect date. If funds are not received and a milestone payment is associated with this agreement, then this contract will not deem to be in effect for either party.

Subsequent milestone payments as agreed between the party's, shall only effect the contract as so far as the next agreed milestone payment will be the effective date of the next order of activity from company and not before, unless there is an agreed balance reported by Alpha from the previous milestone period which company agrees to spend and not refund.

Any outstanding non-allocated milestone budget toward campaigns may on request be immediately refunded to Client by Alpha without limitation, unless that budget has been effectively agreed between Alpha and any if its Social media associates and Partnered channels on Youtube/Instagram or wherever company operates its partnerships and evidenced by Alpha at the time of the request.

Billing & Reporting. All Campaigns are based solely on Company's reporting systems, unless otherwise agreed in the IO. Client may only dispute Company's payment notices within the 15 days' payment period, including with respect to non-valid installs or actions, after which all payment notices shall be deemed final. In respect of agreed Client based reporting Campaigns: the Client has up to the 5th of each calendar month to forward media performance data in respect of the previous month to the Company. If the Client fails to provide such data within this period, the Company reserves the right to invoice the Client based upon its own media performance data and assessments. If the Client does not dispute the accuracy of the media performance within 7 days from the end of the month, such data will be deemed as approved by the Client. Client recognizes that Company's optimization process is in reliance on Client's ongoing reports (e.g. pixels, auto-reports). Client shall bear any costs incurred by Company as a result of Client's reporting errors.

Intellectual Property. Client shall retain all right, title and interest in and to any multimedia images, graphics, text, data or other objects originated by, or transmitted from Client to the Company (the "**Client's Content**"). During the Campaign, Client grants the Company and its Social media associates and Partnered channels on Youtube/Instagram or wherever company operates its partnerships, a limited nonexclusive license to use the Client's Content for the purpose of running the Campaign. Additionally, Client grants Company the right to use Client's name and trademark in its marketing materials and publications. The Client is aware that the Company uses its own software in order to provide the Campaign to the Client. The Company hereby grants to Client a nonexclusive, non-assignable, limited license to use certain software provided by the Company solely for the purpose of the Campaign, for the consideration described herein and subject to the terms and conditions set out in this IO. The Company shall own all right, title and interest in and to any content, design or software provided by the Company. This IO does not transfer or convey any right, title or interest in any software provided by the Company or any associated intellectual property rights.

Furthermore, Client does not retain any right, title and interest in and to any created ads, multimedia images, graphics, text, data or other objects created or originated by the Company and transmitted to the Client (the "**Company's Content**"), and Client may not use the Company's Content for any purpose other than for the Campaign. Any customization, design and/or improvement to Client's Content, provided by Company, may not be used by Client, other than for the sole purpose of Company running the Campaign.

Representations and Warranties. Client warrants and represents to the Company that Client: (i) is duly organized and validly existing under the laws of its state of incorporation (ii) owns all right, title, and interest in the Client's business, and Client's Content as necessary in order to run the Campaign contemplated by this IO; (iii) has full power and authority to execute this IO and to perform its obligations hereunder and (iv) will not provide to the Company material for the Campaign that (a) infringes any copyright, trade secret, or other intellectual property right of any third party, or (b) contains any libelous, defamatory, or obscene material, or otherwise violates any laws or regulations relating to the Campaign.

Non-Solicitation and Non-Circumvention. During the term of this IO and for 12 months thereafter, Client shall not, directly or indirectly circumvent Company's relationship with any ad-network, partner, affiliate, ad-exchange and/or any other third

party introduced to Client by Company, nor engage any such third party, other than through Company. During the term of this IO and for 12 months thereafter, Client shall not, directly or indirectly, hire or solicit any of Company's employees or anyone who was an employee, consultant or independent contractor of the Company at any time within the twelve (12) month period immediately prior thereto, or encourage any of Company's employees, consultants, independent contractors or agents of to terminate such employment, or agency or other relationship with Company.

Indemnification and Disclaimer of Warranties. Client shall defend, indemnify, and hold the Company harmless from and against any suit, proceeding, assertion, damage, cost, liability, and/or expense (including court costs and reasonable attorneys' fees), incurred as a result of a claim by a customer, governmental, judicial or regulatory authority, or a third party against the Company and/or its affiliates, licensors, suppliers, officers, directors, employees and/or agents arising from, associated with or connected with the Campaign, Client's misuse of the Campaign or Client's breach of any of its representations and/or warranties set forth in this IO, including a claim that Client's Content breaches any laws, rules or regulations, and/or infringes intellectual property rights, copyrights, trademarks, designs and/or patents of a third party. Client shall bear sole responsibility and liability for the content of the Campaign and for any damages, direct or indirect, arising from, or associated with, or connected to, the exposure, use or other reference to the Campaign. Client hereby waives any right to request compensation of any kind or nature from the Company with respect to any claim raised by customers or other third parties against the Company in connection with the Campaign.

LIMITATION OF LIABILITY. COMPANY'S MAXIMUM AGGREGATE LIABILITY FOR ANY LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING (INCLUDING BY WAY OF CONTRACT AND/OR UNDER AN INDEMNITY) IN TORT (INCLUDING NEGLIGENCE OR ANY OTHER THEORY OF LAW), SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO THE FEES ACTUALLY PAID UNDER THIS AGREEMENT IN THE PRECEDING MONTH.

Miscellaneous. Client may not, without the prior written consent of the Company, assign this IO, in whole or in part. The IO is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity. This IO shall be governed by and construed in accordance with the laws of the Republic of Cyprus and the competent courts in the City of Limassol, Cyprus shall have exclusive jurisdiction in all matters relating hereto (including noncontractual disputes or claims). This IO shall constitute the entire agreement between the Company and Client with respect to the subject matter hereof and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. This IO may be amended only by written agreement signed by both parties. No failure of either party to exercise or enforce any rights under the IO shall act as a waiver of subsequent breaches. In the event any provision of the IO is for any reason held invalid, illegal or unenforceable, the parties will begin negotiations for a replacement provision and the remaining provisions of the IO will be unimpaired.

If either Party is prevented from performing any of its obligations under the IO due to any cause beyond the party's reasonable control, including, without limitations, an act of God, fire, flood, explosion, war (declared or not), strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers (a "**Force Majeure Event**") the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that Client will not be excused from the payment of any sums of money owed by Client to the Company; and provided further, however, that if a Party suffering a Force Majeure Event is unable to cure that event within thirty (30) days, the other party may terminate this IO with immediate effect. This IO shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting the IO in construing or interpreting the provisions hereof.