

## STANDARD ADVERTISING SERVICE TERMS

These Standard Advertising Service Terms (“**Standard Terms**”) are incorporated by reference into any order form and/or variation order form that has as applicable scope, inter alia, Advertising Service (“**Order**”/**Order Form/Services Order Form**) submitted to and accepted by FastForward.AI Inc. (“**Company**”) by the party identified as “Customer” as set forth in the Order (“**Customer**”). By signing the Order Form, Customer acknowledges that Customer has read and agrees to be legally bound by these Standard Advertising Service Terms. All Order Forms and their variation are subject to acceptance by Company. Company reserves the right to refuse any Order, in whole or in part, with or without cause, in its sole discretion. These Standard Terms, **any other documents mentioned by the Order Form as integrant part of the Advertising agreement** and the Order Form in the parts related to Advertising Service are referred to collectively herein as the “**Agreement.**”

### 1. **Definitions.**

- (a) **Advertising Inventory** for the purpose of this Agreement is the space available to advertise on Social Media Platforms like Facebook, Viber, other similar platforms or online display inventory such as Google Ads or similar.
- (b) **Advertising Inventory Purchasing** means that the Company purchases in the name of or for the Customer and/or for its Clients the amount (and kind, if the case may be) of Ad Inventory established by the relevant Order.
- (c) “**Advertisement**” means all advertising content, including photographs, images, artwork, logos, data, text and other creative, supplied or authorized by Customer for display within an Ad Platforms
- (d) **Ad Platforms** mean social media platforms, advertising platforms, online ad display platforms which offer space available to advertise
- (e) “**Click**” means pressing on an Advertisement which causes or enables a user to: download or obtain an app; launch an app; provide information to, or receive information from, Customer or a third party; or learn more about Customer or its products and/or services.
- (f) “**Company Platform**” means Company’s U.S. patent-pending cloud software system for parsing a command or a natural language communication from a user and automatically generating a response using knowledge libraries, an artificial intelligence engine, and data retrieved from one or more servers. This Platform shall be used also for the scope of this Agreement.
- (g) “**Impression**” means each occurrence of a display of an Advertisement within Social Media Platform.
- (h) “**Re-engagement Click**” means launching an app from within Social Media Platform (via a launch URL) that has already been installed.
- (i) “**Services**” means Advertising and Campaign Management services (like integration of social mobile ad inventories and ad platforms with Company Platform and Services, Digital ID marketing, re-marketing, Campaign management and marketing operations, design, configuration, optimization and analytics), integration and processing by Company Platform, Campaign and Advertising Services of the Advertising Inventory purchased by Company for Customer or directly / indirectly purchased by Customer and integrated / processed by Company Platform, Campaign and/or Advertising Services and such other services as may be specified in the Order and further detailed in the DESCRIPTION OF SERVICES.
- (j) “**Client**” means a legal entity (like Customer Affiliate) who has concluded with the Customer an agreement or is nominated by an Order, granting it the right to benefit from the services provided by the Company under these Advertising Service Agreement.
- (k) **Customer** means the co-contracting party signing the related Order(s)

### 2. **Term of Agreement.**

**The Agreement shall commence upon the date when the Order Form (expressly mentioning Advertising services as applicable by ticking the appropriate box) is accepted by Company, such date being mentioned on the last page of the**

Order Form and being the date when the Advertising Agreement is deemed entered by the parties (Commencement Date or Effective Date).

The term of this Agreement will commence on the Commencement Date designated in the Order and shall terminate upon expiration of the Initial Term unless terminated earlier as permitted by and pursuant to this Agreement or unless extended by the Parties in writing. In case the total amount of Ad Inventory to be purchased by Company in the name of Customer and/or for its Clients has been reached, total number of Impressions, Clicks, and Re-engagement Clicks specified in the Order, if any, are delivered during the Term, parties may agree on additional Advertising Services and related commercial terms by variation orders.

3. ***Payment and Taxes.***

- (a) Customer will pay Company the applicable fees, charges, costs and other amounts mentioned in the Order Form in relation to the Services and the Agreement, all amounts being deemed as net of taxes unless otherwise specified. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company within 10 (ten) days after the date of the invoice unless Parties agree other payment terms in the Order Form. In case the Company purchases any Advertising Inventory for/in the name of the Customer, the latter shall pay for such Advertising Inventory in advance.
- (b) If Customer's use of the Services exceeds the Service Capacity set forth in the Order Form or otherwise requires the payment of additional fees, charges and/or costs, Customer may be billed for amounts and Customer agrees to pay the additional fees and charges in the manner provided herein as well as costs incurred by Company with third parties to be passed on to Customer.
- (c) Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees, upon thirty (30) days prior notice to Customer (which may be sent by email or other reasonable manner) before changes / new fees and charges take effect. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 10 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- (d) Payments by Customer shall be made in accordance with the payment terms set forth in the Agreement. If Customer does not fully pay on time any fees, charges and/or costs, Company may suspend providing part or all the Services until it receives all amounts and Customer will be responsible for all reasonable expenses (including attorneys' fees, court costs and collection agents' fees) incurred by Company in collecting the unpaid amounts. Unpaid amounts are subject to a finance charge of 1% per month on any outstanding balance, or the maximum permitted by law, capped to the total outstanding amount. All payments must be made in U.S. dollars. Customer is responsible for, and hereby agrees to indemnify Company against, liability for any applicable U.S., foreign, state and local taxes, duties, tariffs, levies, assessments and the like, howsoever designated or computed, pertaining to the payments under this Agreement (excluding taxes based on the net income of Company). Upon Company's request, Customer shall promptly furnish Company with tax receipts evidencing the payment of any taxes referred to in the preceding sentence.
- (e) Company is not liable for returning or crediting payment associated with fraudulent or invalid Impressions, Clicks or Re-engagement Clicks, or any Impressions, Clicks or Re-engagement Clicks generated by any person, bot, automated program or similar device, including, without limitation, through any fraudulent act. For all Service performance, analytics and calculating purposes, the Company reporting systems and numbers will be used, including with regard to number of Impressions, Clicks, and Re-engagement Clicks, as reported by Company Platform. To the extent commercially practicable, Company will provide Customer or its Client with access to applicable third-party tracking services that is used to determine the number of Impressions, Clicks, or Re-engagement Clicks (examples include Social Media Platform own reporting, bit.ly or a similar or other comparable service).

4. ***Display of Advertisements.***

- (a) The Company shall use its best endeavors to position Advertisements within Ad Platforms following the Customer's written instructions in the Order, if any, to the extent permitted by such Platforms. In no event will adjustments, reruns or refunds be made because of the location or position in which an Advertisement has been published.

Company may redesign or release new or changed versions of the Company Platform in its sole discretion at any time. An Ad Platform operator may do the same for an Ad Platform. If any redesign or release materially and adversely affects the placement of one or more Advertisements, or if Company is otherwise unable to display such

Advertisements, change maker party should inform the other party regarding such changes at contact email. Besides, Company will work with Customer in good faith to address the issue with the Ad Platform operator.

- (b) Company may, with prior reasonable notice to the Customer, discontinue the display of Advertisements if the total number of Impressions for any specified display period is reached prior to the scheduled display stop date, if the total advertising spend is reached, or if the total number of Clicks and/or Re-engagement Clicks is reached. If there is a shortfall in delivery of Impressions as of the end of a specified display period or Clicks or Re-engagement Clicks, the parties shall discuss alternative approaches, including requesting the Ad Platform provider, to provide “make good” impressions through comparable placements, to the extent such remedy is available to Company from the Ad Platform operator.

Should the number of clicks, impressions or any agreed campaign deliverables for a particular time are reached prior to the agreed timeline, the Company should not suspend and/or cancel the campaign without informing the Customer representative.

5. ***Provision of Advertisements and Services.***

Customer will provide all Advertisements and Advertising Services in accordance with this Agreement and Company’s and each applicable Ad Platform operator’s policies in effect at the time, including the manner of transmission to Company and/or the Ad Platform operator and the lead-time prior to display of the Advertisement. Company is not required to act upon any Advertisement that is not received in accordance with those policies and reserves the right, at Company’s sole discretion, to charge Customer for any inventory or work-in-process held by Company pending receipt of acceptable materials from Customer which are past due, or display in substitution any prior Advertisements submitted by Customer. All changes to Advertisements must be delivered to Company with sufficient time prior to the lead-time deadline. Customer is the only one responsible for the content of an Advertisement and for potential breaches to Ad Platforms terms and conditions.

6. ***Grant of License.***

Customer hereby grants Company a non-exclusive, worldwide, royalty-free right and license to market, display, reproduce (including compression and temporary storage), distribute, sublicense to the Ad Platform operator, perform, transmit and promote the Advertisements together with any content or materials on any site linked to the Advertisements.

Customer hereby grants Company the right to purchase Advertising Inventory in its name and /or for the Customer and/or for its Clients according to this Agreement (applicable for the situation when the Company agrees to purchase Ad Inventory for / in the name/ on behalf of the Customer).

7. ***Statistics.***

Company makes no guarantee with respect to usage statistics, Clicks, Re-engagement Clicks or click-throughs in connection with this Agreement, including for any Advertisements. Customer acknowledges that delivery statistics provided by Company (directly from Company Platform or from the Ad Platform operator or its third party tracking service, as applicable), are the official and definitive measurements of Company’s performance on any delivery obligations provided in the Order. No other measurements or usage statistics (including those of Customer or third parties other than Company’s third party tracking service and only then as to the actual items that Company is having tracked) will be accepted by Company or have any effect on this Agreement. Customer must obtain agreement from its Client to access Statistics and may not disclose that information to any third party without its Client and Company’s prior written consent.

8. ***Right to Reject Advertisements.***

- (a) All Advertisements are subject to Company’s and a Ad Platform operator’s approval. In principle Company may deem acceptable standard Advertisements, Advertisements similar to ones already published previously and parties agree that Customer is the one responsible for the content of the Advertisements. Nevertheless, the Company reserves the right to reject or discontinue any Advertisements at any time for grounded reasons notified to the Customer within 72 hours after the Company identifies a ground for such rejection and/or discontinuance (like belief by Company that any placement thereof may degrade the graphic quality or “look-and-feel” of the Company Platform and the Ad Platform, may subject Company or the Ad Platform operator to criminal or civil liability or is inconsistent with Company’s or the Ad Platform operator’s policies or business objectives). In such event, the parties shall discuss alternative approaches, to the extent such remedy is available to Company from the Ad Platform operator. Company will notify Customer in writing for any cause Company deems necessary to reject an Advertisement. Should Company

provide no written reasons for rejecting Advertisements, no such rejection by the Company will be done without written approval from a Customer representative. In case the rejection of Advertisements is caused by the Ad Platform, the Company and Customer will mutually agree an approach to resume Advertisements.

9. ***Proprietary Rights.***

As between the parties, Company retains all right, title and ownership interest in and to Company Platform and Services and all intellectual property and proprietary rights therein. The Ad Platform operator retains ownership of the Ad Platform. Company Platform may contain the copyrighted material, trademarks and other proprietary information of Company and its licensors. Except for that information which is in the public domain or for which Customer been given express written permission, Customer shall not copy, modify, publish, transmit, distribute, perform, display, create derivative works from, sell or otherwise use any such proprietary information. All Advertisements shall remain the property of Customer or its Client, as the case may be.

10. ***Company Trademarks.***

Customer shall not use, display or modify Company's trademarks in any manner without the prior written consent of Company.

11. ***No Warranty.***

**COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AND COMPANY HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** Company does not warrant that: the hardware, software, equipment or systems used in connection with a Company Platform or any Ad Platform will be uninterrupted or error-free; defects will be corrected; there are no viruses or harmful components; no click-through or other fraud will occur; or any software, hardware equipment or system used in connection with Ad Platform will be available all the time or at any particular time. Company further does not warrant or guarantee any minimum level of Clicks, Re-engagement Clicks, actions, sales, users, revenue or profits that will be achieved as a result of Customer's participation in the advertising programs conducted in connection with Company Platform or Ad Platforms.

12. ***Limitations of Liability.***

**In the event Company or an Ad Platform fails to deliver the number of Impressions, Clicks or Re-engagement Clicks specified in the Order, in any, or in the event of any other failure, technical or otherwise, of Advertisements to appear as provided in the Order, the sole liability of Company and exclusive remedy of Customer shall be limited to Company's request that an Ad Platform place additional Advertisements at a later time until the total Impressions are delivered. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES, NOTIFIED IN WRITING WITHIN 30 DAYS FROM THE OCCURANCE OF FAULT GIVING RISE TO THE DAMAGE, NOT TO EXCEED THE AMOUNT ACTUALLY RECEIVED BY COMPANY FROM CUSTOMER AS FEES FOR ITS ADVERTISING SERVICES IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY UNDER THE ORDER GIVING RISE TO THE CLAIM.** Without limiting the foregoing, Company will have no liability for any failure or delay resulting from delays, breakdowns or disruptions to the Internet, wireless network or other communications facilities, any Ad Platform, equipment, systems or networks, or any governmental action, natural disaster, power failure, labor or material shortage, transportation interruption of any kind, work slowdown, or any other condition affecting production or delivery in any manner beyond the reasonable control of Company. Customer acknowledges by signing the Order that Company has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the agreement between the parties.

13. ***Customer's Representations.***

Customer represents and warrants to Company that: (a) Customer holds all necessary rights to permit the use of the Advertisements by Company for the purpose of this Agreement; (b) Customer or its Client holds all necessary rights and permissions to offer, sell and/or license such products and services through the Advertisements and Customer's games or apps; (c) the Advertisements and Customer's software and apps do not and will not violate any applicable laws or regulations or any third party rights, or contain any inaccuracies, omissions, misrepresentations or any material that is inappropriate, vulgar, obscene, unlawful or otherwise objectionable, including any material that encourages conduct that would constitute a criminal offense or give rise to civil liability; (d) the Advertisements will at all times comply with this Agreement and all advertising guidelines issued by Company and relevant Ad Platform operator from time to time; (e) Customer has the legal right to use all search terms purchased by it pursuant to this Agreement; and (f) the person executing the Order on behalf of Customer has full authority to bind Customer to the terms of this Agreement and has legal capacity to do so. Customer further represents and warrants that it has full authority to bind Customer to the terms of this Agreement and that it will ensure that Customer complies with all such terms.

14. ***Indemnification.***

As between the parties, Customer is the only responsible for any legal liability arising out of or relating to the Customer Content meaning any information, data or messages provided by or on behalf of the Customer or any third party. Customer is fully responsible for all products or services offered, sold or licensed through the Advertisements or the Customer's apps, including for satisfying and handling all customer service requests and complaints. Customer will collect and pay all taxes related to the sale or licensing of such products or services. Customer hereby agrees to indemnify, defend and hold harmless Company and its officers, directors, agents, affiliates and employees from and against any and all claims, actions, liabilities, losses, expenses, damages and costs (including court costs and reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings arising out of: (a) any breach by Customer of any duty, representation or warranty under this Agreement; (b) any products or services offered, sold or licensed through the Advertisements or the Customer's games or apps and/or (c) Customer Content.

15. ***Confidentiality.***

"***Confidential Information***" means, collectively, the terms of the Order and any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary". Confidential Information of Company also shall include any Ad Platform and Company Platform usage statistics, click-through rates, Company Platform technology, software, programming, guidelines, documentation and the like. Neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein. The foregoing restriction does not apply to information that: (a) has been independently developed by the receiving party without access to the other party's Confidential Information; (b) has become publicly known through no breach of this Section by the receiving party; (c) has been rightfully received from a third party authorized to make such disclosure; or (d) has been approved for release in writing by the disclosing party. A party may make a disclosure of Confidential Information as required by a competent legal or governmental authority, on condition it first gives written notice to the other party and cooperates as reasonably requested to obtain a protective order or other confidential treatment of the information to be disclosed.

16. ***Solicitation; Privacy Policy; User Information.***

- (a) Customer shall not send unsolicited, commercial e-mail or other online communication (e.g., "spam") through any of the Ad Platforms or Company Platform and shall comply with all applicable laws in force
- (b) Customer shall ensure that its collection, use and disclosure of information, as well as personal data processing, under this Agreement complies with all applicable laws, regulations and privacy policies.

In relation to some Personal Data Processing, each Party is deemed as Controller and in relation to some Personal Data Processing Parties agree that the Company is a Data Processor in the name of the Customer who is Data Controller. For this last situation, the DATA PROCESSING AGREEMENT shall apply.

- (c) Customer shall not use or allow any other party to use any Company Platform usage information in any manner that is or could reasonably be expected to be used by or on behalf of any product or service competitive with Company.

Sections 15 and 16 shall survive the end of this Agreement regardless of reason, for a period of three years.

17. ***Termination; Effect of Termination.***

- (a) **Material Breach.** Any party may terminate this Agreement in the event of a material breach of this Agreement by the other party, which is incurable or, if curable, remains uncured after 30 days written notice thereof. If Company terminates this Agreement due to Customer's material breach of any requirement of this Agreement, all of Customer's payment obligations hereunder will survive such termination and Customer will pay the Company for services rendered and costs incurred by the Company with Ad Platforms up to the effective date of termination. If Customer terminates this Agreement due to Company's material breach of this Agreement, Customer will be responsible only for the costs incurred by the Company with Ad Platforms up to the effective date of termination.
- (b) **Without Cause.** A party may terminate this Agreement at any time, without cause, upon 60 days' written notice to the other party. In such event, Customer will pay the Company for services rendered and the costs incurred by the Company with Ad Platforms up to the effective date of termination.

(c) **Relations between agreements**

In case the Order Form mentions that both SaaS Services and Advertising Services are applicable, the termination of the SaaS Services shall be deemed automatically as a termination of the Advertising Services, in the same terms and conditions without any other diligence being necessary as well as of the other agreements concluded by the Parties in relation to Company Services,. Termination of the Advertising Service and/or of other agreements between parties related to the Services (like the agreement between the parties and the Engagement Channel operator for WhatsApp) shall not be deemed as an automatic termination of the SaaS Agreement.

- (d) **Survival; Obligations Upon Termination.** Any terms of this Agreement that would, by their nature, survive the completion, expiration, termination or cancellation of this Agreement shall so survive, including the terms of Sections 7 (as applicable), 10, 11, 12, 13, 14, 15 (as applicable), 16 and 17. At the request of the disclosing party, the receiving party shall return or destroy (as directed by the disclosing party) all of the disclosing party's Confidential Information then in the receiving party's possession or under its control.

18. **Construction.**

In the event of any inconsistency between the Order and these Standard Terms, the Order Form shall prevail. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement," "herein," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular section or other portion hereof. Except as expressly provided otherwise, references herein to "days" are to calendar days. Any use of the term "including" in this Agreement will be construed as if followed by the phrase "without limitation."

19. **Publicity.**

Company may identify Customer and its Client as a customer and use Customer and its Client's name, logos and other trademarks in connection with Company's publicized customer lists, presentation materials and other marketing literature, subject to Customer's approval in each instance and Company's compliance with any reasonable trademark usage guidelines that may be furnished by Customer.

20. **Governing Law and jurisdiction**

This Agreement shall be governed by US, California law, regardless of conflict of laws principles. Any disputes arising from the Agreement including the validity, invalidity, any claims, breach or termination thereof, difference of opinion, or disagreement ("Dispute") shall be first submitted to be resolved amicably between Parties by DISPUTE RESOLUTION PROCEDURE below.

DISPUTE RESOLUTION PROCEDURE

i) Any Dispute shall first be referred to the persons appointed by Customer and Company respectively to settle the Dispute (Dispute Resolution Representatives) for resolution who shall seek, in good faith, to amicably and promptly resolve the Dispute within 14 days of the Dispute being referred to them or such other later date as may be agreed between the parties in writing.

ii) Any Dispute which cannot be resolved by the Dispute Resolution Representatives within that period shall then be referred to the parent company Chief Executive Officer (or equivalent) on behalf of Customer and the parent company Chief Executive Officer (or equivalent) on behalf of the Company who shall meet within 14 days of any failure to resolve the issue solely in order to resolve the Dispute and seek, in good faith, to amicably and promptly resolve the Dispute. Such meeting shall be minuted and chaired by the Party calling for the meeting (but the chairman shall not

have a casting vote). The Parties may agree in writing to extend the period to resolve the Dispute or take such other action as may be agreed.

In case by the DISPUTE RESOLUTION PROCEDURE Parties do not come to an agreement within the 30 days period after a request was first submitted in the Dispute Resolution Procedure and do not mutually agree to extend the period to amiably resolve the Dispute, they may refer it for solving to exclusive jurisdiction and venue of the state or federal courts in Mountain View, California, US, for all Disputes arising out of or relating to the Agreement.

21. ***Miscellaneous.***

- (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by Customer, including Customer's own form of an order, and Customer hereby disclaims any terms therein. No term or condition other than those set forth in these Standard Terms or in the Order relating to Advertising Services shall be binding on Company unless mentioned in the Order Form or in a writing signed by duly authorized representatives of the parties.
- (b) Customer shall not make any assignment of this Agreement or any rights, benefits or obligations hereunder (including by way of merger or consolidation) without the prior written consent of Company. In the event of an assignment, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
- (c) Any notices under this Agreement must be sent to the contact data set forth in the Order (or in a separate writing).
- (d) The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.
- (e) If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.
- (f) Company may change these Terms at any time and Customer may access the relevant link in the Order Form to the then current version. Using the Services after the changes become effective means Customer agrees to the new terms. If Customer does not agree to the new terms, it must stop using the Services and has the right to terminate the Agreement according to termination clauses.