

General Terms and Conditions Lemo Media Group Limited

(hereinafter the ‘General Terms and Conditions’)

1. General Terms and Conditions

1.1. These General Terms and Conditions govern all legal relationships, such as offers, insertion orders (‘Insertion Orders’) and agreements, between Lemo Media Group Limited(‘Lemo Media’) and the other party (‘Publisher’) and remain in force after termination of the relationship. 1.2. Any General Terms and Conditions of the Publisher are hereby specifically excluded.

1.3. Any amendments to these General Terms and Conditions are only valid if agreed specifically in writing.

2. Offers and entering into an agreement

2.1. All offers from Lemo Media are without obligation, unless specifically agreed otherwise, and may – until the moment of acceptance - be amended or withdrawn at any time by Lemo Media without Lemo Media being liable to the Publisher for any form of compensation.

2.2. An agreement, which shall include an agreement to carry out work in any intervening period, is entered into as soon as the Publisher has accepted the offer from Lemo Media in writing or, in the absence of written acceptance, if Lemo Media has confirmed the oral acceptance of the Publisher by email or fax.

3. Performance of the agreement

3.1. Agreed time schedules for the performance of the service are of the essence and Publisher shall perform any agreed upon services within the agreed time schedules.

3.2. Publisher shall ensure delivery of the advertising material (‘ Advertising Material ’) in accordance with the terms agreed upon in the Insertion Order, the terms provided by the advertiser of the Advertising Material or otherwise agreed.

3.3. Publisher’s over-delivery of Advertising Material shall not relieve Publisher of any agreed upon obligation, nor obligate Lemo Media to pay more than the total monthly agreed upon amount. In the case of under-delivery, Lemo Media has the right to decrease the agreed upon monthly spend for the current month, as well as for all remaining calendar months in the campaign, to an amount that it sees fit.

3.4. Without the prior written consent, Publisher shall not publish any Advertising Materials, provided by Lemo Media, that Publisher has changed in any way whatsoever.

3.5. In the event Publisher publishes the Advertising Material via pop-up windows, it shall always secure that the terms and conditions in relation to (the subject of) the Advertising Material are clearly visible to the user at all times.

3.6. Publisher shall not use words or wordings in conjunction with Advertising Material that are misleading or deceptive, such as, but not limited to the following words: ‘FREE’ , ‘Click here to claim your prize’ , ‘Only X prizes left’ , ‘Only X minutes left’ , ‘FREE/ free’ , ‘Congratulations! You have won an XXX’ , ‘You are the winner of an iPhone!’ , ‘Daily winner!’ , ‘Collect your XXX!’ , ‘You are selected to receive a free XXXX’ or any words or wordings that are similar or have the same effect.

3.7. Publisher shall not generate traffic through automatically opening windows, phishing, spamming or by using spiders or robots and it shall not use Internet scripting, frames or programs to generate false clicks/leads/sales on any campaign.

3.8. Publisher shall not use, in conjunction with any Advertising Material (i) any keyword that is linked to a registered brand name, (ii) any keyword that is linked to an illegal or restricted activity or product, (iii) any keyword identical or similar to "Lemo Media", (iv) any keyword linked to another mobile service provider or (v) keywords at search engines such as adwords, yahoo and other sponsored links where keywords may be used which are protected by copyright.

3.9. In case of breach with any of the paragraphs 3.6, 3.7 or 3.8 above, all payments will be blocked and Publisher forfeits a penalty equal to twice all amounts it has received from Lemo Media in the twelve month prior to the moment Lemo Media was made aware of the fraud or breach, notwithstanding the right of Lemo Media to claim its actual damage.

3.10. To the extent Lemo Media believes Fraud has occurred in any advertising by Publisher, Lemo Media has the right to scrub fraud conversions until 90 days after the initial conversion was made. Competent evidence will be provided in this case, whereby the fraud report of ScrubKit will be leading.

3.11. Without the prior written consent of Lemo Media, Publisher shall not have any third party carry out its obligations.

4. Amendments to the agreement and additional work

4.1. If it appears that amendments to the agreement, such as an Insertion Order, are necessary, the parties shall negotiate in good faith these amendments.

4.2. Adjustments to any agreement, such as an Insertion Order, are valid when signed by both parties or when accepted via e-mail.

5. Payment and terms of payment

5.1. PUBLISHER(AFFILIATE) will invoice LemoMedia on a monthly basis at the payout rates reflected in the Insertion Order. The invoice will reflect delivery of final Qualified Lead numbers that are based upon numbers reported by LemoMedia to PUBLISHER(AFFILIATE) pursuant to the terms of this Agreement.

5.2. LemoMedia shall make all payment to PUBLISHER(AFFILIATE) within 30 days of the Invoice Date. All payments made to PUBLISHER(AFFILIATE) do not include, and PUBLISHER(AFFILIATE) shall pay, any sales, use or similar tax associated with such payment. All past due amounts shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is greater.

5.3. Parties shall keep, maintain and preserve, for the term of this Agreement and for one (1) year thereafter, accurate records relating to amounts due hereunder (the "Relevant Records"). Either party shall have a right at least once per calendar year to audit the Relevant Records of the other party for the purpose of verifying fulfillment of party's payment obligations pursuant to this Agreement. Each audit will be conducted at a place agreed to by the parties, during the normal business hours, with at least ten (10) business days prior written notice to party to be audited. Auditing party shall pay the fees and expenses of the audit, unless the audit reveals a payment discrepancy of more than ten percent (10%) of all payments due in any consecutive six (6) month period, in which case audited party shall pay the reasonable fees and expenses of the audit, and shall immediately pay to auditing party all amounts found to be due.

6. Intellectual property rights

6.1. All intellectual property rights, including copyrights, vested in the Advertising Material and any results of the work of Lemo Media or of any third party subcontracted by Lemo Media (hereinafter 'Intellectual Property'), remain with Lemo Media or such third party.

6.2.The Publisher may only use the Intellectual Property if and to the extent agreed upon in writing. Such authorized use by the Publisher will take place on its own expense and own risk. Insofar as there is no such agreement in writing, the Publisher is only entitled to use the Intellectual Property supplied by Lemo Media to the extent necessary for the execution of the agreement.

6.3.Unless agreed otherwise, the Publisher is not permitted to transfer, encumber, lend or otherwise make available the Intellectual Property or any rights vested therein to any third party.

6.4.Any Intellectual Property which are the result of the performance by Publisher will vest in Lemo Media and, to the extent necessary, will be transferred by Publisher to Lemo Media at Lemo Media's first request.

6.5.If the Publisher uses Advertising Material, supplied by Lemo Media, in any manner other than for which consent was given, then the Publisher is liable to pay an amount per day which amount equals the fee paid to Lemo Media in the month prior to such use, notwithstanding the right of Lemo Media to claim its actual damages.

7. Warranties

7.1. The Publisher represents and warrants that Publisher is authorized to publish or otherwise exploit the Advertising Material as agreed upon.

8.Liability and indemnification

8.1.The liability of Lemo Media for direct loss is under any event limited to the amount paid by Lemo Media to the Publisher in the month preceding to the moment the liability arose. 'Direct loss' means only material loss that is the direct consequence of an attributable fault or an unlawful act of Lemo Media.

8.2. The liability of Lemo Media for loss other than direct loss as defined in paragraph [10.1], is hereby excluded. 'Loss other than direct loss' includes consequential loss, business loss, loss of profit, lost savings, loss due to business stagnation or interrupted communications and loss resulting from or connected with the materials supplied by Lemo Media.

8.3.Publisher indemnifies and hold Lemo Media harmless from and against any and all losses, liability, and expenses (including attorneys' fees) suffered or incurred by reason of any claims due to a breach of any obligation arising out of any agreement, or damage arising out of any proceedings or suits based on or arising out of the performances by Publisher.

9.Term and termination

9.1. Unless otherwise agreed in writing, each agreement shall be entered into for an indefinite period, but may be terminated by either party taking into account a two (2) day prior written notice.

9.2. Parties are entitled to terminate the agreement with the other party without notice if and as soon as the other party becomes insolvent or seeks bankruptcy or a moratorium. If when the agreement is terminated the other party has not met all its obligations, then all rights conferred on the other party shall automatically lapse, without the need for any legal step to achieve this.

10.Prohibition on engagement of employees

10.1.During the term of any agreement between the parties and for a period of one year after completion of the last agreement, neither the Publisher nor any person or company associated with the Publisher may employ or otherwise engage the services of any employee of Lemo Media who has been involved in any way with the performance of the agreement. Breach of such prohibition shall carry an immediate penalty equal to the payment received by Lemo Media from the Publisher in the 12 months preceding the moment when any such breach is committed or, where

the collaboration between Lemo Media and the Publisher has already terminated, from the time of the termination, without prejudice to the right of Lemo Media to recover compensation for the full amount of its loss from the Publisher.

11. Non-Circumvention

11.1. During the term of the agreement between the parties and for a period of two (2) years after termination of the last agreement, Publisher shall not do business directly or indirectly with any advertiser or other party with which Publisher has done business with via Lemo Media, or directly or indirectly solicit or induce such party to do business directly with the Publisher. Breach of such prohibition shall carry an immediate penalty of USD 15,000 per event and USD 3,500 for each day that such breach continues, without prejudice to the right of Lemo Media to recover compensation for the full amount of its loss from the Publisher.

12. Complaints

12.1. Any complaint must be submitted in writing to Lemo Media within fourteen (14) days of the provision of the services or invoice date respectively.

12.2. After the end of such period, no complaint shall be handled and the Publisher loses any right to make a complaint.

12.3. Unless there is proof to the contrary, the data from the accounts of Lemo Media is conclusive.

13. Other terms

13.1. The Publisher is not entitled to transfer its rights or obligations to any third party.

13.2. Each party shall treat as confidential all information received from the other party which it is reasonable to assume is of a confidential nature and shall not disclose this to any third party.

13.3. These General Terms and Conditions and all agreements between the parties are subject to HongKong law and any disputes shall be brought exclusively before the court with relevant jurisdiction in HongKong.

14. Prohibited Business List & Age Criteria

14.1. You must be 18 or older in order to participate in program.

14.2. Prohibited Business List :Deceptive marketing practices, age restricted products or services, bail bonds, bidding fee auctions, check cashing, counterfeit goods, currency exchanges or dealers, drug paraphernalia, extended warranties, fortune tellers, “get rich quick” schemes; gambling (including but not limited to lotteries, Internet gaming, contests, sweepstakes, or offering of prizes as an inducement to purchase goods or services), illegal products or services, mail-order brides, marijuana dispensaries and related businesses, money transmitters or money service businesses, multi-level marketing or pyramid schemes, online or other non-face-to-face pharmacies or pharmacy referral services, pseudo pharmaceuticals, sexually-oriented or pornographic products or services, substances designed to mimic illegal drugs, telemarketing, online or other non-face-to-face tobacco or e-cigarette sales, weapons and munitions,terroristic or other illegal organisations, virtual currency that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world, selling video game or virtual world credits, selling social media activity, such as Twitter followers, Facebook likes or Youtube views, any product or service that infringes upon the copyright, trademark or trade secrets of any third party, or any product, service or activity that is deceptive, unfair, predatory or prohibited by law.