

App Growing Global Service Agreement

App Growing Global ("AGG") owned by Youmi Technology (HK) Limited ("Party B") provides App Growing Global user ("Party A") AGG product services ("Service") only ON THE CONDITION THAT Party A agrees to BE BOUND BY the terms and conditions in this App Growing Service Global Agreement ("Agreement"). By using and accessing the website of AGG product services, Party A acknowledges that it has read, understands and agrees to be bound by this Agreement.

GENERAL

This Agreement shall govern the relationship between Party A and Party B for purchase of Party B's products or services (the "App Growing Global" or "Service"). All Insertion Orders accepted by Party B are subject to the Terms and Conditions. The Insertion Order and the Terms and Conditions contain all of the terms that Party A and Party B have agreed upon. The accompanying Insertion Order and this Terms and Conditions (collectively, this "Agreement") comprise the entire agreement between Party A and Party B, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event that any terms outlined in the Insertion Order conflict with those under the Terms and Conditions, the terms upon the Insertion Order shall prevail.

The Terms and Conditions prevail over any of Party A's general terms and conditions regardless whether or when Party A has submitted its request for proposal, order, or such terms. This Terms and Conditions to Party A does not constitute acceptance of any Party A's terms and conditions and does not serve to modify or amend provisions hereunder.

ARTICLE 1: SCOPE OF COLLABORATION

1.1 Party A agrees to purchase the Service of Party B and Party B provides the corresponding service according to the specific service of App Growing Global selected by Party A. Party A shall pay the corresponding fees after the conclusion of Orders.

1.2 Subject to the Terms and Conditions of this Agreement, Party B reserves the right or grants agency to print, copy, distribute, publicly display, and modify any Service submitted to Party B by Party A in its discretion, as it is reasonably necessary to perform its obligations under this Agreement. Party B shall not use, execute, reproduce, distribute any of the Service for any purpose other than performing its obligations under this Agreement. Party A agrees that the function, description and instruction of App Growing Global shall be subject to the function, description and instruction which published on the Party B's website(appgrowing.net).

1.3 Party B has the right, in its sole discretion, to accept or reject any Insertion Order. Party B is entitled to accept any Insertion Order by confirming the order in writing to Party A (whether by delivering written confirmation of acceptance, a countersigned Insertion Order, invoice or otherwise).

ARTICLE 2: PAYMENT

2.1 In consideration of Party B providing the services as contemplated by this Agreement, Party A will pay a

nonrefundable, nonrecoverable payment in **USD** as stipulated in Insert Order or payment demands delivered by Party B on the following basis.

- a) Party A shall pay in advance the amounts of using App Growing Global services within 5 business days after the conclusion of Orders. Party B shall provide the corresponding services after receiving the aforesaid payments.
- b) If Party A desires to alter or upgrade the selected service, Party A shall send such written notice via email delivered by the corresponding contact information stated in the Insertion Order to Party B. Party B is entitled to accept such notice by confirming the order in writing to Party A and provides the corresponding service. Party A shall pay the amounts within 10 business days after receiving the payment demand delivered by Party B. Such payment demand delivered by Party B will be clearly listed out the Service and the corresponding fees and charges for such Service. The amounts of fee can be deducted from that of the prepayment corresponding to the unused services.
- c) The Service term will start from the date of providing such Service.
- d) Party B shall issue an invoice within 10 business days to Party A after receiving of the aforesaid payment.
- e) Party A agrees to pay the payment according to the specific bank account and payment method designated by Party B.
- f) Party B shall inform Party A of any change of its bank account information via email.
- g) If Party A authorize any third party to pay the payment, Party A shall issue a Letter of Authorization to Party B.

2.2 All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Party A under this Agreement. Each party shall be responsible for all charges, costs and taxes, except for any taxes imposed on, or with respect to, income, revenues, gross receipts, personnel or real or personal property or other assets respectively under applicable law .

2.3 In case that Party A fails to make the payment subject to this Agreement, Party B shall have the right to terminate the Service and this Agreement at any time without notice to Party A. Party B will not take any liabilities of damages to Party A resulting from such termination of Service or Agreement.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 Each Party hereby represents and warrants that:

- a) It is a corporation, validly existing and duly authorized under the laws of the jurisdiction in which it is established;
- b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions on the part of it and shall not violate any applicable law;
- c) The execution of this Agreement by its Representative whose signature is set forth at the end of the Terms and Conditions or Insertion Order, and the delivery of this Agreement by both parties have been duly authorized by all necessary corporate actions of Party A and Party B;
- d) This Agreement has been executed and delivered by Party A and Party B, which constitutes legal, valid and binding obligations of Party A and Party B, enforceable against Party A and Party B in accordance with the Terms and Conditions;
- e) There are no actions, suits, proceedings, material claims or investigations pending or threatened against any Party in any court, arbitral court or any governmental body, agency or official, by which if adversely determined, the

Party would adversely be affected its ability to satisfy its obligations hereunder.

3.2 Each party confirms that it has complied and will continue to comply with its obligations relating to Personal Data under applicable Data Protection Laws.

3.3 Party A warrant that it has provided adequate notices and obtained valid consents from Data Subjects (or his partners have warranted that), in each case, to the extent necessary for Party B to process their Personal Data or other information in connection with the Agreement, including but not limited to direct marketing activities and international transfers of Personal Data outside of European Economic Area(the "EEA"). Party A will on request provide records of all relevant consents obtained (or obtained from his partners who have warranted to do that) to Party B. Party A should not by any act or omission, cause Party B to violate the Privacy Policy, Data Protection Laws, notices provided by or consents obtained from Data Subjects as the result of processing Personal Data in connection with or otherwise performing the Service under the Agreement.

3.4 Party B will process Personal Data in accordance with Party B 's Privacy Policy that shall be in compliance with Data Protection Laws.

ARTICLE 4: RIGHTS AND OBLIGATIONS

4.1 Party A shall select the specific service(single or package) of App Growing Global service, and pay the full amount of the corresponding services. The payment demand and usage information shall be issued by Party B.

4.2 Party B shall provide the function ,description and instruction of service and the corresponding service account to Party A. Party A shall take on responsibility for the security of all passwords and other information issued to or created by Party A as well as Party A's employees or agents in connection with the Service. Party A shall not transfer or lend its accounts or passwords of service to any third party. Party A should be responsible for all activities arising from or in connection with its account and Party B would not bear any risk or responsibility arising from or related to that.

4.3 All payments paid to Party B ("Prepayment") are the exclusive and non-refundable property of Party B upon the service opening. The period of the service opening shall be subject to the Party B's calculation. If Party B fails to provide the Service as stipulated in Agreement due to the termination of the Agreement caused by Party B, the remaining fees corresponding to the unused service will be delivered by Party B to Party A.

4.4 Party B shall do his best to ensure App Growing Global service be operated normally and stably. In order for the smooth operation of services, Party B may periodically or irregularly make the maintenance, improvement or update of the product server. If Party A would be affected, Party B would not bear any risk or responsibility arising from or related to that. Party B will send written notice to Party A in advance and shall endeavor to avoid the interruption of services, or limit the time of interruption to the shortest time.

4.5 Party A is obligated to use Party B's services in accordance with any applicable laws, regulations, orders and requirements of governmental authorities or rights of any third party. Party A may not(agree not to, and not enable or authorize any third party), directly or indirectly, to the following cases,

- a) engage in illegal conducts or be defamatory, libelous, slanderous or otherwise unlawful by using Party B's Service;
- b) copy, modify or create derivative works of Party B's Service or any related technology (including the Service Platform);

- c) modify, reverse engineer, decompile, disassemble, or interfere with Party B's Service (including the Service Platform), any systems used for calculating ad. engagement or conversions, any network properties, any device or system;
- d) sublicense, rent, sell, or lease access to Party B's Service;
- e) use Party B's Service to create any other product, service or dataset except with service data;
- f) make or publish any representations or warranties on behalf of Party B concerning the Services without Party B's prior written approval;
- g) provide false materials or information to Party B.

In event of any aforesaid case arising, Party B is entitled to suspend or terminate the Service (including any paid or free Service) or Agreement, and all the prepayment would not be refunded. Party A shall bear all consequences arising out of or related to Service and shall indemnify all damages or losses incurred to Party B who would not bear any risk or responsibility arising from or related to that.

ARTICLE 5: INTELLECTUAL PROPERTY

5.1 Party B has fully ownership and intellectual property of App Growing Global service and relevant service. The conclusion and performance of the Agreement do not constitute any transfer or waive of the rights enjoyed by Party B.

5.2 Party B owns and reserves all rights, titles and interests of App Growing Global service and relevant service. Party A may, on a limited, revocable, non-exclusive, non-transferrable basis, do the following actions during the Term: (i) access and use the Services solely in accordance with this Agreement; (ii) copy and use the App Growing Global service content solely in connection with the permitted use of the services. Except as provided in Section 5.2, Party A does not have rights under this Agreement, including but not limited to intellectual property rights. Some specific service may be provided to Party A under a separate license by Party B, in the event of conflicts between this Agreement and the separate license, the separate license will prevail with respect to that specific service.

5.3 During the collaboration, any party shall promptly inform the other Party of the claims raised by a third party about the intellectual property involved in this Agreement.

ARTICLE 6: CONFIDENTIALITY

6.1 Confidential Information may include any information, including but not limited to technical and business information, business plans, financial reports, financial data, employee data, software or firmware code, product designs and/or specifications, algorithms, computer programs, mask works, inventions, unpublished patent applications, manufacturing or other technical or scientific know-how, specifications, technical drawings, diagrams, schematics, technology, processes, and any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity, proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services or software whether marked as "Confidential" at the time of its disclosure or not, and provided by one Party ("Discloser") to another Party ("Recipient") in the course of ordinary business. Party A and Party B agree that the information provided in this Agreement shall be

considered as Confidential Information. Recipient shall not disclose the Confidential Information to any third party without the Discloser's written consent. Each Party shall promptly return or destroy the other Party's Confidential Information upon written request.

6.2 Confidential Information does not include information that: (i) is generally available in the public domain at the time of its disclosure; or (ii) was developed by employees or agents of the Recipient independently of, and without reference to, the Confidential Information; or (iii) is rightfully received by the Recipient from a third party not owing a duty of confidentiality to the Discloser (in which case and if requested by the Discloser, the Recipient will inform the Discloser about the identity of the third party and the exact information received). In the event that one Party is requested or required (whether by laws or regulations) to disclose any Confidential Information or a portion thereof, that Party agrees to give the other non-disclosing Party prompt written notice of such request or requirement so that the non-disclosing Party may seek an appropriate order or other remedy protecting the Confidential Information from disclosure and cooperate with the non-disclosing Party, at the non-disclosing Party's expense, to obtain such protective order or other remedy. In the case that a protective order or remedy is not obtained or if the non-disclosing Party waives its right to seek such an order or other remedy, then the disclosing Party may furnish only that portion of the Confidential Information which it is legally required to disclose and it shall give the non-disclosing Party written notice of the Confidential Information to be disclosed as far in advance of disclosure as practicable and use commercially reasonable efforts to obtain assurances that confidential treatment shall be accorded to such Confidential Information.

6.3 If any Party violates the intellectual property rights and confidentiality obligations, it shall compensate all the losses caused to the other Party, and bear corresponding legal responsibilities.

ARTICLE 7: INDEMNIFICATION

7.1 Each Party will defend, indemnify and hold harmless to the other Party and its directors, officers, employees, agents, stockholders and Affiliates from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claim, action, suit, demand, judgment or proceeding (a "**Claim**"), whether or not involving a third party claim which arise out of, relate to or result from either Party's breach of its obligations under this Agreement or any applicable law.

ARTICLE 8: LIMITATION OF LIABILITY

8.1 THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND PARTY B MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SERVICES, OR ANY OF THE SITES OR APPLICATIONS USED TO RUN THE ADVERTISING CAMPAIGN (INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE). IN ADDITION, PARTY B MAKES NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF THE SITES OR APPLICATIONS USED WILL BE UNINTERRUPTED OR ERROR-FREE, AND PARTY B WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, LOST PROFITS, LOST CLIENTS OR BUSINESS INTERRUPTION) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, EVEN IF ADVISED OR NOT OF THE POSSIBILITY OF SUCH DAMAGES. THE ENTIRE LIABILITY OF PARTY B UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BASED ON REASONABLE RELIANCE AND SHALL NOT EXCEED THE AMOUNT PARTY A PAID TO PARTY B UNDER THIS AGREEMENT FOR THE FIRST THREE MONTHS.

ARTICLE 9: TERM AND TERMINATION

9.1 The term of this Agreement commences on the Effective Date and continues to the full end of the Service term , unless it is earlier terminated as provided under this Agreement.

9.2 If this Agreement expires, Party A continues to use Party B's Service, the term will automatically extend for a further period of one (1) year unless any Party raises an objection in writing within ten (10) business days before the expiration. The automatic extension of this Agreement could be applied continuously.

9.3 Either Party may terminate this Agreement upon written notice to the other Party:

- a) if the other Party materially breaches any material provision of this Agreement or any accepted Insertion Order and the breach cannot be cured or, if the breach can be cured, it is not cured by the other Party within 10 days after its receipt of written notice of such breach;
- b) if the other Party (i) becomes insolvent or is generally unable to pay its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
- c) in the event of a Force Majeure Event affecting the other Party's performance of this Agreement for more than five (5) business days.

9.4 Party B may terminate this Agreement upon written notice to Party A:

- a) if Party A fails to pay any amount when due under this Agreement ("**Payment Failure**") and such failure continues for 10 days after Party A's receipt of written Notice of non-payment;
- b) if within any 3 months' period, two or more Payment Failures occur;
- c) if any third party's claim against Party B due to the fault of Party A, and Party A shall at its sole name and expense, to participate in the defense of such third party's claim.

9.5 The expiration or termination of this Agreement, for any reason, shall not release either Party from any obligation or liability to the other Party, including any payment that has already accrued hereunder.

ARTICLE 10: NOTICES

10.1 Unless prior written notice of a change of contact information is given by the Party, all correspondence between the Parties, including the delivery of a duly and properly executed version of this Agreement, shall be delivered either

in person, by express or email to the following correspondence contact information stated in the Insertion Order.

10.2 All claims, instructions, consents, designations, notices, and other communications in connection with the Agreement will be in writing to the address stated in the Insertion Order. Such notifications will be deemed properly given to the other Party (a) when received if delivered personally or by a express service, (b) upon the successfully send of email.

10.3 If any new contact express its identity or has the same email suffix with the previous contact, it will deemed that the new contact's notice also have effectiveness.

ARTICLE 11: FORCE MAJEURE

11.1 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 conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God or labour disputes ("**Force Majeure Event**"). If a Force Majeure Event continues for a period of five (5) Business days, either Party has the right to cancel the relevant Insertion Order without breach of this Agreement.

ARTICLE 12: FORBIDDENS

12.1 During the term of this Agreement, the Parties will not seek, in any way, directly or indirectly to approach any of the Party's staff and/or relatives, friends or any other third party into any specific bribery (including but not limited to gifts of cash, goods, or in any other shape of advantage or benefits, etc.).

12.2 The Party's employees shall not collude to deduct traffic or payment and damage Party B's right, otherwise Party A and Party B's employees shall bear joint liability of Party B's loses.

12.3 During the term of this Agreement and for a period of one (1) year thereafter, Party A will not solicit or entice or attempt to solicit or entice any of the employees of Party B to enter into employment service with Party A or a competitor of Party B.

ARTICLE 13: SETTLEMENT OF DISPUTES AND GOVERNING LAWS

13.1 The execution, validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China.

13.2 Party A and Party B agree that any disputes arising out of or in connection with the Insertion Order or this Agreement, shall be submitted to the Guangzhou Arbitration Commission for arbitration which shall be conducted in accordance with its arbitral rules of procedure. The award shall be final and binding on the parties.

ARTICLE 14: ASSIGNMENT OF CONTRACT

14.1 Neither Party may assign this Agreement or any rights or obligations hereunder without the express written consent of the other Party, unless such assignment occurs by operation of law or to under a sale, merger or acquisition of all or substantially all of the stock or assets of the assigning Party; any attempted assignment in violation of this provision will be null and void. This Agreement is binding on the Parties respective successors and permitted assigns.

ARTICLE 15: MISCELLANEOUS

15.1 If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

15.2 Failure or delay on the Part of either Party to exercise any right hereunder shall not operate or be interpreted as a waiver thereof, nor shall any single or partial exercise of any right preclude any other future exercise thereof.

15.3 Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and signed by the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement: (i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or (ii) any act, omission or course of dealing between the Parties.

15.4 This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by each Party.

The Parties agree that they may exchange signed copies of Agreement by electronic transmission. Each party agrees that such electronic transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronically-transmitted copies as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used. By signing below each party agrees to be bound by the terms of this Agreement.