Service Agreement - Easy Scale Media

Parties

This Service Agreement is made and entered into by and between the following parties:

1. *The Service Provider:* the private limited company **Fashion Media B.V.**, located at Gelissendomein 8, bus 15, 6229GJ Maastricht in the Netherlands, VAT identification number: NL865392390B01;
   and;
2. *The Partner:* The (legal) entity that completes the onboarding process and/or signs this Agreement via digital means provided by The Service Provider and/or uses the Services provided by the Service Provider.

The Service Provider and the Partner will be referred to individually as "Party" and collectively as the "Parties" in this Agreement.

Recitals

A. The Service Provider is a company specializing in facilitating Ad-Accounts for major digital platforms, such as Facebook (META), which are used for digital marketing.
B. The Partner is a company that wishes to utilize the Services of the Service Provider in the field of digital marketing.
C. In this regard, the parties have entered into this Agreement.

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The Service Provider and Partner agree as follows:

1. Definitions

In this Agreement, unless otherwise clearly and unequivocally indicated by the context, the following terms shall have the meaning set forth in this article.

1.1 *Agreement:* The subject agreement.

1.2 *Designated Company*: The entity, selected by the Partner, that is responsible for making payments for the Services. Only the Designated Company can make the payments that the Partner owes under the Agreement.

1.3 *Onboarding (process)*: The process that a Partner completes before they can utilize the Services of the Service Provider. Upon completion of this process, the Partner is bound by the Agreement.

1.4 *Services*: The Services provided by the Service Provider to the Partner. Services are defined in article 3.

1.5 *Top Up (payment)/Transactions*: Payments made by the Partner to the Service Provider (via the Designated Company) that can be used in the Ad-Accounts provided by the Service Provider to pay for advertisements and place them on the Advertisement Platform(s).

1.6 *Top Up Fee*: The percentage based fee that is to be paid by the Partner to the Service Provider for the Services. The fee is based on a percentage of the Top Up payment/Transactions. This fee is non-refundable.

1.7 *Monthly Fee*: This is a flat fee of €300 per month for services provided to clients outside the Millionaire Commerce Elite & Mastermind programs, to be paid by the Partner to the Service Provider. For clients within the Millionaire Commerce Elite & Mastermind program, a reduced flat fee of €300 per month applies, also to be paid by the Partner to the Service Provider. This fee is non-refundable.

1.8 *Advertisement Platform*: A website, company, app or (other) digital platform that can be used to place advertisements. Examples include (but are not limited to) Facebook or other platforms from META, TikTok and Google.

1.9 *Whitehat Ads*: These are advertisements that adhere to ethical standards and guidelines. These advertisements aim to provide clear and accurate information to consumers, avoiding deceptive or manipulative tactics. The advertisements also comply with all relevant laws and regulations, including the terms and conditions of the Advertisement Platforms.

1.10 *Blackhat Ads*: These advertisements involve unethical and/or illegal practices. They also include advertisements that are in breach of the terms and conditions of the Advertisement Platforms. They often try to deceive or manipulate consumers. Examples of these are false advertisement, the use of clickbait, spamming,

creating false reviews, fake brands, etc. For the purposes of this Agreement it also includes porn or other erotic products, gambling/casino products and 1 on 1 (fake) products.

1.11 *Greyhat Ads*: Greyhat advertisements occupy a middle ground between ethical (whitehat) and unethical (blackhat) Ads. These advertisements may use techniques that are not outright illegal or deceptive but still push the boundaries of what is considered acceptable. Examples of these advertisements are exaggerated claims that, while not completely false, are also not completely true (or are otherwise misleading). They also include employing loopholes, such as exploiting less-clear guidelines in advertising policies.

1.12 *Ad-Account/Account:* These accounts are provided to the Partner by the Service Provider and can be used to place advertisements on Advertisement Platforms.

1.13 *Funds*: The total sum (paid by Top Up payments) currently available to the Partner on all Ad-Accounts that can be used on advertisements.

2. Onboarding of Partners

2.1 The Partner shall provide accurate and current payment information during the Onboarding.

2.2 Payments will only be accepted from the Designated Company specified during the Onboarding. Payments made by other entities do not offset the payment obligations of the Partner towards the Service Provider. If another entity makes a payment, the Partner must rectify this and ensure that the correct payment is made by the Designated Company.

2.3 If the Partner wishes to appoint a new Designated Company, this must be done at least ten days before the date outlined in article 4.1. (the date on which the Monthly Fee is due, which includes article 4.1.1 to 4.1.4).

2.4 The Partner may only change the Designated Company by undergoing the Onboarding Process again and specifying the new Designated Company therein. Notifying a new Designated Company through other means is not possible and will not result in a change of the Designated Company.

2.5 The initial onboarding fee is final and non-refundable.

3. The Services

The Services provided by The Service Provider include the following.

3.1 Providing the Partner access to Ad-Accounts that can be used to place advertisements on Advertisement Platforms (by using the Top Up payments).

3.2 The Service Provider makes sure the Top Up payments made by the Partner (excluding the Top Up Fee) can be used to finance the placement of advertisements via the Accounts.

3.3 The Service Provider will facilitate the transfer of Funds that have been paid via Top Up payments between multiple Ad-Accounts.

3.4 Technical support related exclusively to the Services, will be provided by the Service Provider. This technical support takes place via official communication platforms such as WhatsApp and Slack.

3.5 The Service Provider shall monitor and analyse the advertisement campaign performance and provide access to relevant reports to the Partner.

3.6 The Partner is bound by this Agreement when he/she makes use of the Services, even if (for whatever reason) the Partner did not complete the Onboarding Process.

3.7 The Partner will only receive the use of the Ad-Accounts as part of the Services. The Service Provider retains ownership of all Ad-Accounts and corresponding assets/rights.

4. Payment

4.1 The Partner is obligated to pay the Service Provider a Monthly Fee in return for the Services. For clients within the Millionaire Commerce Elite & Mastermind programs, the fee is €300 per month. For clients outside these programs, a flat fee of €400 per month applies. The Monthly Fee is due on the same day of each month.

4.1.1 The invoice for the Monthly Fee is sent on the same date each month. This invoice must be paid within 24 hours.

4.1.2 The date on which the first invoice is sent determines the due date for the Monthly Fee. This Fee must be paid each month within 24 hours of the same calendar day on which the first invoice was sent (but exactly one month later). For example, if the first invoice was sent on May 15, the following Monthly Fees must be paid within 24 hours of June 15, July 15, August 15, etc.

4.1.3 The Monthly Fee is due automatically, even if no other invoices are sent after the first invoice.

4.1.4 The Service Provider may change the date on which the Monthly Fee is due. If this occurs, the provisions of Article 4.1 (which include 4.1.1. to 4.1.4.) shall apply in full to the new date determined by the Service Provider.

4.2 Transactions/Top Up payments are subject to a 4% Fee (Top Up Fee), to be paid by the Partner to the Service Provider.

4.2.1 Payment of the Top Up Fee is done by offsetting. From each Transaction, 4% will be taken by the Service Provider as the Top Up Fee. The Top Up Fee will therefore immediately be subtracted from every Top Up payment. This fee is non-refundable.

4.2.2 The remaining 96% of the Transaction can be used by the Partner in Ad-Accounts for placing advertisements.

4.3 All payments must be made by bank transfer. The bank transfer data must include the payment amount, the Partner company number, the name of the Partner and the date.

4.3.1.1 If, for whatever reason, a Transaction is not made via bank transfer, but by other means (for example: by credit card), the agreed upon fees, including the Top Up Fee, still apply.

4.3.1.2 A Transaction by other means than bank transfer can only be done with the consent of the Service Provider.

4.4 All taxes, banking costs and other (additional) costs that are required for or associated with the Services and/or placing advertisements on Digital Platforms will be paid by the Partner.

4.5 In the event that the Partner fails to fulfil or timely meet any of its payment obligations, the Service Provider has the right to obtain the owed amount by deducting it from the Funds in the Partner's Ad-Accounts, up to the total amount owed.

4.6 The Service Provider reserves the right to change the price (both the Monthly Fee and the Top Up Fee) for the Services provided under the Agreement. This change will be communicated to the Partner. The Partner accepts the new price in advance.

4.7 The Service Provider, at their sole discretion, may offer the Partner the option to pause their subscription for a reduced fee of 50% of the applicable Monthly Fee. The pause option is available when offered by the Service Provider and can only be invoked if the Partner requests it at least 10 days prior to their next monthly subscription due date and when all invoices are paid.

4.7.1 During the pause period, the following conditions apply:

- The Partner’s ad accounts remain active, ensuring data retention and operational readiness upon resumption.
- The Partner retains their position within the Service Provider’s program.
- No top-ups or transfers between ad accounts are permitted, and new ad

accounts cannot be requested.

- Reconnection to existing Business Manager IDs is allowed if necessary.

4.7.2 The pause period is limited to a maximum of three (3) months, as determined by the Service Provider.

4.7.3 The original due date for the Monthly fee remains fixed and cannot be altered during the pause period.

4.7.4 The reduced fee for the pause period must be paid within 24 hours of the due date. Failure to pay the reduced fee will nullify the pause period, and the Partner will be liable for the full Monthly Fee.

5. Term and Termination

5.1 This Agreement is effective from the moment a Partner finishes the Onboarding and/or signs the Agreement and/or when the Partner starts using the Services and lasts indefinitely or until terminated.

5.2 Termination of this Agreement by the Partner must be announced in writing. The notification of termination has to have reached the Service Provider at least ten (10) days before the new Monthly Fee is due (see article 4.1, which includes 4.1.1 to 4.1.4). If the Agreement is not (or not timely) terminated in this manner, the Partner remains liable for the agreed upon fees and payments.

5.3 The Service Provider may terminate this Agreement at any time and for any reason, with immediate effect, provided the Partner is notified. The Service Provider is not liable to pay any compensation to the Partner (for whatever reason) if the Agreement is terminated.

5.4 Termination does not relieve the Partner of the obligation to pay outstanding fees.

5.5 Either Party may terminate this Agreement in the following circumstances:

a. the bankruptcy of the opposing party has been applied for or there is a threat thereof;

b. the opposing party applies for a suspension of payments (surceance van betaling) or there is a threat thereof;

c. the opposing party prepares for and/or offers a settlement in accordance with the WHOA (articles 369 to 387 of the Dutch Bankruptcy Act) and/or the opposing party is in a situation as mentioned in article 370 paragraph 1 of the Dutch Bankruptcy Act;

d. the opposing party prepares for or executes an extrajudicial settlement.

5.6 Eligibility for refunds is at the discretion of the Service Provider. Fees will never be refunded. If the Service Provider terminates the Agreement pursuant to Article 5.5 or if any of the situations as mentioned in Article 5.5 occur, the Service Provider is entitled to retain the Funds within the Ad-Accounts.

5.7 All open invoices or outstanding debts must be paid by the Partner within 14 days after the termination of this Agreement. If not paid in time, a monthly (cumulative) interest of 3% of the amount owed is applicable.

6. Rights and Liabilities of Both Parties

6.1 The Partner is responsible for creating and managing the advertisements, including their operation and publication. This responsibility encompasses (but is not limited to) targeting details, budget, limits, and the selection of content and text.

6.2 The Partner will provide accurate information with regard to advertisements to the Service Provider.

6.3 The Partner must ensure to only use Whitehat Ads. This means that Advertisements placed by the Partner:

a. must comply with all relevant laws and platform policies;
b. act responsibly towards society and consumers;
c. will not infringe upon personality rights, moral standards, common courtesy, public interest, or public safety;
d. have any and all necessary permissions from official and administrative institutions if required;
e. must not defame or ridicule any entity;
f. must not violate intellectual property rights;
g. must comply with the advertising policies of Advertisement Platforms like (including, but not limited to) Facebook, Google, TikTok;
h. must never be Blackhat Ads or Greyhat Ads. The placements or usage of these Ads is strictly forbidden.

This summary is non-exhaustive.

6.4 The Partner is liable for its potential breaches - and for the resulting damages from such breaches - of the terms and conditions of the Agreement.

6.5 If the Service Provider (or any of its auxiliaries/agents) is held liable by third parties due to a failure by the Partner to fulfil the obligations that are laid out in this Agreement, the Partner hereby indemnifies the Service Provider against such damages. The Partner will compensate these damages accordingly and immediately in cash. Should the Service Provider be required to defend itself in legal proceedings as a result of the aforementioned failure(s), the Partner shall fully reimburse the Service Provider for all associated legal fees.

6.6 The Service Provider is free to investigate the compliance and contents

of the Advertisement of the Partner however, the Service Provider is under no obligation to do so.

6.7 If the Service Provider deems that the Partner's advertisements require modification because they are in violation of the Agreement, the Partner shall comply with all instructions regarding these advertisements from the Service Provider.

6.8 The Service Provider may recover fines, damages, or penalties arising from breaches by the Partner of the terms and conditions in the Agreement from the Funds within the Ad-Accounts.

6.9 Violations by the Partner of any obligations that are laid out in article 6 of the Agreement provide the Service Provider with the right to terminate this Agreement unilaterally without prejudice to any rights to compensation. Any breach of these obligations will be considered a breach of the essential elements of the Agreement by the Partner. In addition, any breach by the Partner of article 6 of the Agreement will result in an immediately payable fine of € 10.000,- per breach (to be paid by the Partner to the Service Provider), which will be increased by €5.000,- for each day the breach continues, up to a maximum of €250.000,-

6.10 The Partner guarantees that all information, proof of payments, and documents provided to the Service Provider pursuant to this Agreement are true and accurate. In the event of any inaccuracies, the Partner assumes full responsibility and liability for any resulting damages. Should the Service Provider be compelled to make payments to third parties or entities due to such inaccuracies, the Partner shall promptly reimburse the Service Provider for the corresponding amount upon first request, in cash and in a lump sum.

6.11 The aforementioned obligations laid out in this article are not exclusive to the advertisements placed by the Partners. The obligations encompass and apply to all products of the Partner. For example, all products of the Partner must comply with the demands stipulated in article 6.3.

7. Confidentiality and protection of personal data

7.1 Information shared under this Agreement is considered confidential. Both Parties agree to keep such information confidential and shall not use it for purposes outside this Agreement.

7.2 The Service Provider and Partner will ensure their agents, representatives, and employees adhere to these terms.

7.3 Breaches of confidentiality allow either Party to terminate this Agreement unilaterally.

7.4 The Service Provider is entitled to share positive customer experiences (for example, via social media) for promotional purposes. This includes, but is not limited to, conversations the Service Provider has with the Partner via WhatsApp or Slack and/or positive marketing results for a Partner as a result of using the Services. The sharing of this information by the Service Provider does not violate the agreed confidentiality and therefore falls outside the scope of articles 7.1 through 7.3.

8. Transfer of Rights and Obligations

8.1 The rights and obligations of the Partner under this Agreement are entirely non-transferable, unless the Service Provider grants written consent for such a transfer.

8.2 The parties intend for this provision to have effects akin to property law (het beding heeft goederenrechtelijke werking).

9. Liability

9.1 The Service Provider is not liable for any damages arising from breaches of the Agreement on its part, unless such damages are due to the Service Provider's willful misconduct or gross negligence.

9.2 The Service Provider is not responsible or liable for issues related to META, its partners or any other Advertisement Platform.

9.3 The Partner shall indemnify, defend and hold harmless the Service Provider against all claims, losses, damages, fines and reasonable expenses that arise because of any breach of the terms laid out in this Agreement.

9.4 In the event that a claim (inside or outside of legal proceedings) is made against the Service Provider (for example, by an Advertisement Platform), the Service Provider is addressed by the government/any competent authority regarding any violations of laws or regulations, and/or the Service Provider is otherwise involved in a legal dispute, the Partner shall fully reimburse the Service Provider for the costs incurred in this regard. These costs include, but are not limited to, legal fees, attorney fees, expert fees, court fees, and bailiff fees. This obligation is without prejudice to article 9.3, which stipulates that the Partner shall indemnify the Service Provider in the events outlined in article 9.3.

9.5 Prices of advertisements are determined by the Advertisement Platforms. The Service Provider is not liable or responsible for the consequences of any price changes.

10. Final provisions

10.1 This Agreement constitutes the entire agreement and supersedes all prior agreements.

10.2 Amendments to this Agreement must be made in writing.

10.3 If any provision of this Agreement is invalid or unenforceable (for whatever reason), the remaining provisions remain binding.

10.4 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

10.5 All disputes and controversies between the Parties arising out of this Agreement shall be settled by the Court of Limburg, location Maastricht. This clause does not affect or remove the right of Parties to an appeal or cassation. The Dutch court that has jurisdiction according to the rules of Burgerlijke Rechtsvordering shall settle any appeal or cassation.