

Prospect Global Limited Standard Terms of Service

1. General Terms

- 1.1. Prospect Global Limited. ("Prospect Global") provides a range of advertising products and services (the Services) to businesses.
- 1.2. Prospect Global Limited trades as "**Sopro**", "**SoPro**", "**sopro.io**" and "**http://sopro.io**".
- 1.3. Any person or business in receipt of products or services is, for the purpose of this agreement, "**the Client**".
- 1.4. The Service Order (the "**SO**") should be read in conjunction with these terms and sets forth the Services being purchased by the Client, the Fees for the Services, the Duration of the Services and any additional Terms of Service. Any relationship between Prospect Global and the Client, including provision of the Services, shall be governed by these terms (**Terms of Service**) and the conditions stated in the SO.
- 1.5. All SOs are subject to acceptance by Prospect Global Ltd in its sole discretion. The SO, the Terms of Service and any documents or links referenced in the SO are sometimes referred to collectively as the "**Agreement**".

2. The Services

- 2.1. Prospect Global agrees to make its best efforts to ensure the Services are delivered in accordance with this Agreement.
- 2.2. The Services include, but are not limited to, provision of any or all of the following:
 - 2.2.1. **B2B Advertising Consultancy Services** refers to the provision of non-specific advertising services and support.
 - 2.2.2. **Prospect Engagement** refers to the communication of information to a subject entity.
 - 2.2.3. **Business Prospecting** refers to business lead generation and prospect engagement.
 - 2.2.4. **Exclusions**. Prospect Global will exclude specific keyword terms from the campaign configuration as required by the client.
 - 2.2.5. **Prospect Targeting** refers to the process of identifying users meeting specific demographic, circumstantial, geographic or general profile requirements.
 - 2.2.6. **Scheduling** refers to the delivery of the Services in line with an agreed daily, or weekly chronological plan.
 - 2.2.7. **Tracking and Reporting**. Prospect Global provide a range of tracking and reporting tools designed to support the ongoing optimisation of the Services.

3. Duration of the Services

- 3.1. With respect to the Services, upon receipt of a SO signed by the Client which is accepted and countersigned by Prospect Global, Prospect Global will initiate the process of setting up the Services.
- 3.2. The duration of the Services shall run from the Service Start Date until the Service End Date, as set forth in the SO, unless earlier terminated by the parties under Section 6.
 - 3.2.1. In the event no Service End Date is specified in the SO the agreement will continue until terminated by either party under Section 6.
- 3.3. The Service Start Date refers to the actual commencement date of the Services.
- 3.4. The Client acknowledges that Prospect Global may take up to ten (10) business days to review and prepare the Services (or longer for non-standard requirements or if Prospect Global experiences technical difficulties with the Client's requirements) and may require further input from the Client before the Services commence.
- 3.5. Prospect Global will use its best commercial efforts to commence provision of the services on the Service Start Date.

4. Fees

- 4.1. Subject to the delivery of the Services, the Client agrees to pay, in accordance with Section 5, the Fees (together 'the Fees'), where applicable, as set forth in the SO.
- 4.2. The Fees set forth in the SO may include any or all of the following:
 - 4.2.1. **The Campaign Setup Fee** is a one-off fee set forth in the SO which covers consultancy services, data analytics, planning and campaign configuration work required prior to commencement of the services.
 - 4.2.2. **The Campaign Delivery Fee** is a one-off fee set forth in the SO for the operational delivery of the service client under the Services.
 - 4.2.3. **The Campaign Management Fee** is a fixed monthly fee set forth in the SO which covers the administration, management, performance optimisation and reporting of the Services.
 - 4.2.4. **The Tracking Services Fee** is a monthly fee set forth in the SO. The fee may be fixed or variable and covers any required user tracking technology linked to the Services.
 - 4.2.5. **Other Fees**. From time to time additional service Fees may be agreed between the parties and set forth in the SO.
- 4.3. Prospect Global reserves the right to change any of the foregoing Fees upon one month's prior written notice to the Client, provided that such changes will not take effect until a new SO incorporating the amended Fees has been executed by the Client and delivered to Prospect Global.

5. Payment Terms

- 5.1. Once the SO has been accepted by Prospect Global, The Client will be responsible for payment in full of all Fees set forth therein. All payments due hereunder are in Pounds Sterling and are exclusive of any sales, use or similar applicable taxes, which shall be the sole responsibility of the Client.
- 5.2. **Notification of Fees**. Prospect Global will issue a monthly invoice to the Client setting forth all Fees payable for the Services.
- 5.3. **Method of Payment**. The Client agrees to pay all amounts payable under this Agreement by Electronic Funds Transfer (EFT).

- 5.4. **Timing.** The Client acknowledges and understands that all amounts payable must be paid monthly in arrears, and that, in addition to the Client being in breach of its contractual obligations, the Services may be paused or terminated if timely payment is not made.

6. Term and Termination

- 6.1. **Term.** The term of the Agreement shall be set forth in the SO and adjusted under the terms of Section 3.
- 6.2. **Notice of Termination** may be given by either party.
- 6.3. Notice of Termination must (a) be provided in writing; and (b) include the date of termination; and (c) be provided a minimum of thirty (30) Business Days prior to the date of termination. Business days shall mean any weekday Monday to Friday (inclusive), but excluding Saturday and Sunday, that is not a public or bank holiday
- 6.4. **Termination by either Party for Cause.** Either Party may terminate this Agreement without notice to the other Party if there is a material breach of the other Party's obligations hereunder and such breach has not been materially cured by the conclusion of the Notice Period.
- 6.5. **Campaign Pauses.** The Client may request a pause in the Services. However, it shall be in Prospect Global's sole discretion to determine if a Campaign pause is appropriate. If a Campaign is paused for more than 30 days, the Client will have to pay an additional Campaign Set-Up Fee to restart the Services.
- 6.6. **Refunds.** The Client understands and agrees that it will not be entitled to any refunds of amounts already paid to Prospect Global, unless either the Client terminates under Section 6.4.
- 6.7. **Collection of Amounts Owed.** Any amounts not paid by the Client when due shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). The Client agrees to pay all costs of collection (including solicitors' Fees and all other legal and collection expenses) incurred by Prospect Global in connection with its enforcement of its rights to payment under the Agreement provided that such Payment is not a payment which is disputed by the Client (a "Disputed Payment") and/or that the Client's non-payment of any amount due under this Agreement is not as a result of a breach of the Agreement by Prospect Global.
- 6.8. **Effect of Termination; Survival.** The Client understands and acknowledges that due to the nature of the Internet, certain information regarding the Client posted on the Internet as part of the Advertising Services, including, for instance, the Local Profile, may continue to be available on the Internet. All provisions of this Agreement that by their sense or nature should survive termination of this Agreement (including, without limitation, all limits of liability, indemnity obligations, and confidentiality obligations) shall so survive. Without limiting the generality of the foregoing, in the event of any termination, the Client shall remain liable for any amounts due to Prospect Global as of the effective date of termination unless as stated in accordance with clause 6.7 above.

7. Privacy Considerations

- 7.1. The Client shall post and comply with a privacy policy on all online properties associated with the Services at all times. The privacy policy shall comply with all applicable laws and shall not contain any terms that are inconsistent with, or would otherwise restrict Prospect Global from performing its obligations hereunder. In addition, to the extent that the Client's websites collect personally identifiable information, the Client's privacy policy must permit the transmission of such information to Prospect Global to the extent required to execute the Services. Online properties are defined as websites.

8. Data Protection

- 8.1. Each party agrees to comply with the provisions of the Data Protection Act 1998 ("DPA") as may be applicable to that party. The parties acknowledge that the Client is the "data controller" and Prospect Global its "data processor" in respect of any "personal data" relating to the Client's customers, personnel, agents, subcontractors or the endusers of the Client's online properties (Online Properties are defined as websites) which is "processed" (such terms as defined in the DPA) by Prospect Global in providing the Services hereunder and in respect thereof;
- 8.2. Each party will maintain appropriate technological and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data;
- 8.3. Prospect Global will only process the personal data for the purpose of the Services hereunder and in accordance with the Client's instructions (which the Client warrants shall at all times be in accordance with and shall not cause Prospect Global to be in breach of applicable law) to the extent that they are consistent with the same and do not result in any material additional obligations other than as set out hereunder;
- 8.4. The Client acknowledges and agrees that Prospect Global may in providing the Services engage third parties who may process the personal data and that any such third party data processor shall be required to comply in all respects with the provisions of the Data Protection Act 1998 (as amended). The foregoing shall in no way limit the Client's obligations under this Agreement.

9. Licenses

- 9.1. During the Term of the Agreement, The Client hereby grants to Prospect Global a non-exclusive, royalty free, worldwide license to use, copy, modify (as permitted herein), publicly perform, display, broadcast and transmit information pertaining to the Client, to the extent necessary for Prospect Global to perform the Services. The Client has provided written authorisation to Prospect Global to perform as set out in the Service Order. In addition, unless otherwise confirmed in writing, the Client agrees that Prospect Global may, during the Campaign Period and thereafter, include The Client's name (including any trade name, trademark, service mark and logo) on Prospect Global's customer list, and in its marketing materials, sales presentations and the Prospect Global online properties. Online properties are defined as websites.

10. The Client Representations, Warranties and Covenants

- 10.1. The Client is solely responsible for any liability arising out of or relating to its online properties, any content provided by The Client hereunder and any material to which users can access through such content ("Linked Content").

11. Confidentiality

- 11.1. Except as may be required by applicable law, The Client and Prospect Global shall not disclose the contents of this Agreement to any third party (other than its employees and representatives who are made aware of and agree to this restriction) without prior written consent.
- 11.2. No party may issue a press release concerning the existence or terms of this Agreement without the prior written consent of the other party.
- 11.3. The Client may not without prior written consent, at any time disclose to third parties other than the Client's professional advisors or as may be required by law, governmental or other competent authority, or by a court of competent jurisdiction, any information concerning Prospect Global's business, operations, staff, products, services or pricing. Written consent not to be unreasonably withheld.
- 11.4. Prospect Global may not without prior written consent, at any time disclose to third parties other than their professional advisors or as may be required by law, governmental or other competent authority, or by a court of competent jurisdiction, any information concerning the clients business, operations, staff, products, services or pricing. Written consent not to be unreasonably withheld except as otherwise set out in this agreement in accordance with clause 9.1

12. Limitations of Liability

- 12.1. **No consequential damages.** To the maximum extent permitted by applicable law, neither party shall be liable for damages for interrupted communications, loss of use, lost business, lost goodwill, lost data or lost profits, or for any indirect or consequential damages (even if such party was advised of the possibility of any of the foregoing), arising out of or in connection with this agreement. The foregoing exclusion of liability will not apply to (i) to either party's confidentiality obligations and (ii) either party's negligence or wilful misconduct.
- 12.2. **Limitation on damages.** To the maximum extent permitted by applicable law, under no circumstances shall either parties cumulative, aggregate liability to the other or any third party exceed the amounts received by the liable party with respect to services rendered under this agreement.

13. Miscellaneous

- 13.1. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of England and Wales. The Client agrees to submit to jurisdiction in England and Wales and further agrees that any cause of action arising under this Agreement must be brought exclusively in the English courts.
- 13.2. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 13.3. **Independent Contractors.** The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.
- 13.4. **Force Majeure.** Neither party shall have any liability for any failure or delay (other than with respect to payment obligations) resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, transportation interruption of any kind, work slowdown or any other condition affecting production or delivery in any manner beyond the reasonable control of such party.