

# Terms&Conditions

## **1. Advertiser shall have:**

- The right to approve the creative treatment of the video (the "Treatment");
- One consolidated round of revisions to the rough cut of video(s) to ensure material compliance with the Treatment, due within Two (2) work days of Talent's delivery thereof (otherwise such rough cut shall be deemed approved);

## **2. Rights& Licenses:**

Advertiser owns all right, title and interest in and to the Deliverables in perpetuity throughout the universe.

## **3. Terms**

The term of this Agreement shall commence on the Effective Date and terminate upon delivery of all Deliverables to Advertiser and Advertiser's full payment of the Fee (the "Term"). Advertiser shall remain liable for the full Fee in the event of Advertiser's termination without cause. If this Agreement is terminated in writing due to an event of Incapacity, Default, Force Majeure, or Talent terminates this Agreement without cause, any pre-paid amounts shall be promptly returned to Advertiser (within 3 work days from the date of termination in writing). Neither Talent's ownership of the Deliverables nor any grant of rights to Talent hereunder shall be affected, limited or terminated in the event of the natural expiration or any termination of this Agreement.

## **4. Representations& Warranties**

Each party represents and warrants that it has full right, power and authority to enter into this Agreement and to perform its obligations hereunder. Talent further represents and warrants that all Deliverables and all material created, added, interpolated and/or submitted by Talent for or to Advertiser shall be wholly original with or otherwise properly licensed by Talent and shall not violate the right of privacy of, nor constitute defamation of, nor violate any common law rights of any third party.

## **5. Incapacity; Default and Force Majeure**

If, during the Term, (i) Talent is incapacitated by reason of physical or mental disability, or for any similar or dissimilar reason beyond Talent's control ("Incapacity"), from fully performing services necessary for Talent to perform its obligations hereunder; or (ii) Talent fails or refuses to perform such services for any reason other than Incapacity ("Default"), or (c) the preparation, production or broadcast of any portion of Talent's services hereunder is interrupted, prevented or materially interfered with for any reason beyond the control of Talent ("Force Majeure"), then Talent may elect to suspend this Agreement; provided, however, that Talent shall make commercially reasonable efforts to find reasonable replacement talent, as approved in writing by Advertiser (e-mail hereby deemed sufficient), to deliver the Deliverables hereunder within two (2) weeks of Talent's receipt of Advertiser's approval of such replacement talent, unless otherwise mutually agreed upon by the parties. If the Talent

cannot provide the replacement talent, the talent needs to inform the advertiser with written notice and compensate the advertiser fees within 3 work days that be caused by the undelivered promotion on time.

## **6. Arbitration Clause**

(i): Any dispute arising from or in connection with the Contract shall be submitted to the Zhejiang Sub-commission of the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in accordance with the arbitration rules of CIETAC in force at the time of the arbitration application.

(ii): The arbitration award shall be legally based on the law of the People's Republic of China, and the arbitration shall be conducted in accordance with the rules of CIETAC in force at the time of the arbitration application.

(iii): All arbitration fees shall be borne by the losing party.

(iv): The arbitration award is final and binding on both parties.

## **7. Miscellaneous**

(i) Talent and Advertiser acknowledge that the other party's business, including, without limitation, the terms and subject matter of this Agreement, the relationship between the parties hereto, Talent, the Deliverables, business plans, development, production, marketing and all materials in connection therewith ("Confidential Information") are strictly confidential and each party shall ensure that such party or its authorized representatives shall keep such Confidential Information strictly confidential, unless authorized by the non-disclosing party in writing prior to any disclosure thereof; (ii) All notices desired or required to be given pursuant to the terms hereof shall be given via mail, electronic mail or commercial carrier at the respective addresses set forth above; and (iii) the foregoing terms and those customarily found in agreements of this nature subject to good faith negotiations, including, without limitation, severability, accountings, and "entire agreement" shall constitute a valid and binding agreement between the parties.

**CORNFLOWERSKY HOLDINGS PTE. LTD.  
BE FRIENDS SSG HK LIMITED**