

## Digital Marketing Agreement (the "Agreement")

Customer Information	
Company Name (the "Customer")	CITEM
Company Address	CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS Golden Shell Pavilion, Roxas Blvd. corner Sen. Gil Puyat Avenue Pasay City, Metro Manila 1300 Philippines
Contact Person	Kyle Dominic G. Ta-ay
Telephone	+63 2 8831 2201
Facsimile	
E-mail	kyle.citem@gmail.com
URL	www.citem.com.ph
Digital Marketing Solution Package (Performance based)	
General	
Period	[March 1 <sup>st</sup> 2021] – [May 31 <sup>st</sup> 2021] (Flexible)
Duration of Agreement	[3] months
Target Market(s)	[China Mainland]
Social Media Management Package	
<i>(i) Social Media page Management</i>	
Social Media	WeChat/ Weibo
Management period	[March 1 <sup>st</sup> 2021] – [May 31 <sup>st</sup> 2021] (Flexible)
Language	Simplified Chinese
<u>Digital Content Planning and Management Services</u>	<ul style="list-style-type: none"> <li>a. Overall communication strategy development for the digital content requirements of CITEM</li> <li>b. Content plan development covering the following:               <ul style="list-style-type: none"> <li>i. Social media content with translation for WeChat (1 article / per month)</li> <li>ii. Social media content with translation for Weibo (5 posts /week)</li> </ul> </li> <li>c. Scheduling and posting of approved content plans for WeChat and Weibo China</li> </ul>
<u>Digital Creative Services</u>	<ul style="list-style-type: none"> <li>a. Creative direction and key visual development for the digital content requirements of CITEM</li> <li>b. Creative development and copywriting with Chinese language translation covering the following:               <ul style="list-style-type: none"> <li>i. Social media cards for WeChat</li> <li>ii. Social media cards for Weibo</li> </ul> </li> <li>c. Photo editing and digital graphics development (static or 2D animated graphics) for the above requirements               <ul style="list-style-type: none"> <li>- All raw photo files, logos, and brand assets to be provided by CITEM</li> <li>- Inclusive of up to two (2) revisions per material</li> <li>- Exclusive of photoshoot production</li> </ul> </li> <li>d. Digital video editing for the above content requirements               <ul style="list-style-type: none"> <li>- All raw video files, logos, and brand assets to be provided by CITEM</li> <li>- Inclusive of up to two (2) revisions per material</li> </ul> </li> </ul>



<u>Monthly Report</u>	<p>a. Including the number of fans, tracking the source of fans, calculating the growth of fans.</p> <p>b. The performance of posts, including engagement rates, likes etc</p>
Management fee	USD 2,700
<b>Social Media Advertising</b>	
Platform	WeChat
Period	March 1 <sup>st</sup> 2021 – [May 31 <sup>st</sup> 2021] (Flexible)
Target market(s)	[China Mainland]
Ad format	Banner ad
^CPC	USD 0.26
^Number of clicks	4,807
Advertising fee	USD [1,250]
Service charge	^ [12]% ( USD150)
Sub-total	USD 1,400
Platform	Weibo
Period	March 1 <sup>st</sup> 2021 – [May 31 <sup>st</sup> 2021] (Flexible)
Target market(s)	[China Mainland]
Ad format	Post Boost / Banner Ad
^CPC	USD 0.26
^Number of clicks	4,807
Advertising fee	USD [1,250]
Service charge	^ [12]% ( USD150)
Sub-total	USD [1,400]
Subtotal (Advertising)	USD 2,800
<b>Service Charge Package Total</b>	
Total amount	HKD [●]

### Service details - Advertising

- A dedicated Account Manager will be responsible for delivering the KPI (Clicks/Impressions/ Trueviews/ No. of wall post/ mini campaign) as stated in the Agreement.
- Advertising campaign monitoring & optimization throughout the campaign running period.
- Consultation service in keywords, targeting, advertising placement, landing page & banner size.
- ^Monthly and/or Post-campaign evaluation report
- ^Conversion tracking.
- ^Digital marketing campaign tracking by Search Ads 360.
- Wechat and weibo account verification fee ( 99 USD and 1,000 USD respectively) is not included in the package.

### Remarks

- 1 ^Advertising –
  - 1.1 If the agreed daily limit is reached on any day, the advertisement will not be available as soon as such limit is reached.
  - 1.2 If the KPI are not reached upon the expiration of the term of this Agreement, the term of this Agreement will extend until the KPI are reached.
  - 1.3 Extra cost might be incurred for additional service not stated in the Agreement, such as, daily report.



- 1.4 <sup>^</sup>It is a tentative advertising fee allocation, client may request to reallocate the advertising fee within the service period on written request.
- 1.5 <sup>^</sup>Baidu - Extra charges may be required on Baidu's request in accordance to any Baidu policy update.
- 2 <sup>^</sup>Social Media Management – Visual design in static image, animated gif or mpeg4 format are subject to revise 2 times, video production is not included. Customer should provide product photos for product feed.
- 3 <sup>^</sup>WeChat Marketing - Provision of post-campaign report.

## TERMS OF PAYMENT

1. All payments shall be made in Hong Kong Dollars by any of the following ways. For payment in foreign currency, AsiaPac Net Media Limited (the "Company") shall convert the payable amount according to the monthly exchange rate preset by the Company.  
Cheque payable to "AsiaPac Net Media Limited" at Unit 2501-02, 25/F, CEO Tower, 77 Wing Hong Street, Lai Chi Kok, Kowloon, Hong Kong  
  
Bank Transfer to the following bank account:  
Bank name : BANK OF CHINA (HONG KONG) LIMITED  
Account name : AsiaPac Net Media Limited  
Bank code : 030  
Bank account no.: 568-1-029078-7 (HKD)  
SWIFT code : BKCHHKHH  
Bank address : 365-371 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong
- 1.1 The bank charges, remittance fees, processing expenses or other necessary cost incurred by paying the Company shall all be borne by the Customer.
- 1.2 Receipt and a signed copy of this Agreement should be faxed to +852 2310 2610 or email to [billing@asiapac.com.hk](mailto:billing@asiapac.com.hk).
2. Monthly prepayment  
The total amount will be settled by (\*) installments.  
The first installment payment will be invoiced once this Agreement is signed and confirmed by both parties. After the first invoice, fees for the next installment will be invoiced on a monthly basis, the Customer shall settle the total amount payable within 7 days from the invoice date. Late payment may lead to service suspension.

## OTHER TERMS AND CONDITIONS

1. The Customer shall comply with all terms set forth in the Agreement in addition to the terms and other policies published by advertising service provider. The Customer understands and acknowledges that the aforementioned terms or policies provided by the advertising service provider will be renewed, modified or updated from time to time.
2. The Customer shall ensure all advertising materials including but not limited to text, image, video or website shall comply with applicable laws including but not limited to intellectual property law, Advertising Policies, Terms of Service or Standards of Advertisement provided by Advertising Service Provider. Customer agrees that the Company shall not be held liable for any of the above elements Customer provides. The Company may, at its sole discretion, to suspend or take down any content provided by the Customers, and retains the right to terminate the Agreement if any of the aforementioned elements is not legal, or leading to third parties' claim or disputes. In addition to the remedies permitted by the laws, the Customer agrees to defend and indemnify the Company from and against losses, cost, or any expenses incurred by the Company from and against any third parties' claim, suit, cause of action, proceeding, demand or action if any of the aforementioned element provided by the Customer results in or in connection with any such claim, suit, cause of action, proceeding, demand or action of any third parties.
3. In no event shall the Company be liable to the Client for any loss of profits, loss of business opportunities, loss of goodwill and any other expected interest arising from the Service. Under the circumstances that the Service is delivered and executed by third parties, the Customer acknowledges that the Company will not guarantee that any schedule or order can be followed exactly and entirely, and that Company shall not be held liable for any third parties' conduct which is not imputed to the Company. Both parties agree, if the aforementioned schedule or order cannot be fulfilled by a third party, the sole and exclusive remedy pursuant to the Agreement is to designate alternatives in order to achieve the KPI or advertising placement as stated in the Agreement.
4. The Customer is obligated to notify the Company by written notice regarding the start date of its advertisement. If the Company does not receive any aforementioned notice within three months stated from the agreement date, it shall be deemed that the Customer has abandoned the right to ask Company to perform such advertising execution and the Company's obligation to perform the execution thereof shall also be deemed fulfilled and accomplished. The Customer shall still make its payment and shall have no right to any refund for payment made.



# AsiaPac Net Media Ltd. 亞太網絡資訊有限公司

Ref: ag-item-2021021-A01-AD

5. The Customer agrees that the Company is entitled to disclose, display and distribute any contents which involving the message that the Customer is adopting or once adopted the Company's service in ways of, including but not limited to website, social media, printed matters or any other materials related to Company's marketing purpose. The Company is licensed to use Customer's trademarks under the above situation subject to disclosure, display or distribution purpose therein.
6. This agreement will automatically renew at the end of the agreement term for subsequent Duration term unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.
7. In no event shall the Customer cancel the Agreement. The Customer shall have no right to any refund for payment made.
8. This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.
9. The Agreement is governed in all respects by the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). Customer agrees that any claim or dispute arising under, out of, in connection with or in relation to the Agreement must be resolved by a court or any other authorities of Hong Kong SAR government. For any claim or dispute arising between the Company and the Customer, the Parties are obligated to settle through negotiation in the first place. Any claim or dispute which the Parties are unable to amicably settle shall be brought to and finally settled by the court.

For and on behalf of  
AsiaPac Net Media Limited

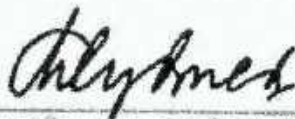



Name **Maggie Fung**  
Title **Operation Manager**  
Date **08 MAR 2021**

## CUSTOMER DECLARATION

We hereby agree to the terms and condition above and shall be bound by this Agreement.

Accepted and Confirmed by



Authorized Signature with Company Stamp

Name **Ms. LAURENCE NG TRINEE**  
Title **Deputy Executive Director**  
Date **02 February 2021**

<Internal Use>

Issue Date	Feb-1-2021	Salesperson	Johnson Chiu	Account Manager
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Signed in the presence of:

*Malerna C. Buyao*  
MALERNA C. BUYAO  
Chief, Controllership Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF PASAY )S.S

MAR 10 2021

BEFORE ME, a Notary Public for and in the City of Pasay, on this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
MA. LOURDES D. MEDIRAN <i>Esq.</i> ASIA PAC NET MEDIA INC	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of five (5) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

WITNESS MY HAND AND SEAL on the place and date first written above.

*Ma. Cleofe L. Jaime*  
MA. CLEOFE L. JAIME  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
COMMISSION NO. 22-617  
REG. NO. 272002  
STR. NO. 725-2015 PASAY CITY, P.S. 1/5/2021  
IBP NO. MP30761582/1-5-2015  
MCLE COMPL. NO. VI-001224  
ISSUED ON SEPTEMBER 13, 2015  
VALID UNTIL 4-14-22  
ADDRESS STALL # 1 UNIT 54 ARCADE  
AVENUE PASAY CITY, M.M

Doc. No. 452  
Page No. 91  
Book No. \_\_\_\_\_  
Series of 2021 1

CAF Number: 2103057

### **CERTIFICATE of AVAILABILITY of FUNDS**

This is to certify that the Center for International Trade Expositions and Missions (CITEM) has available funds in the amount **FIVE THOUSAND TWO HUNDRED US DOLLAR (USD5,200.00) OR TWO HUNDRED FORTY-NINE THOUSAND NINE HUNDRED TWENTY-TWO PESOS AND FORTY CENTAVOS (PHP249,922.40)** as payment to ASIAPAC NET MEDIA LTD payment for the **HIRING OF MEDIA FIRM FOR SOCIAL MEDIA CURATION AND BOOSTING FOR CHINA BASED SOCIAL MEDIA.**

This certification is being issued for whatever legal purpose it may serve.

  
MALERNA C. BUYAO  
Chief, Controllership Division

BUR NO. CAEXPO-20120984  
Date : 29 January 2021  
Contract No. CS210021