Effective Date: January 01, 2016

RUBIQUBE™ TERMS OF SERVICE FOR PUBLISHERS

These Terms of Service constitute a binding agreement (this "Agreement") between **RubiQube Limited** ("the Company") and the publisher identified on the signature page below and/or as identified on The RubiQube publisher dashboard ("The Publisher") relating to Company providing the Publisher access to and use of Company's proprietary, technology-based system commercially known as *RubiQube* (the "Company System") through the Company System website (the "Site"), for the purpose of facilitating the selling, serving and displaying of video advertisements ("Ad(s)") in and through The Publishers' applications web or mobile ("Platform") (collectively the "Service(s)").

For the avoidance of doubt, the rights granted by the Company with respect to the Company System may be utilized solely by The Publisher for its platform for the express purposes authorized herein, and no rights, whether express or implied, are granted or provided by the Company for the use of the Company System by any other third parties, including, but not limited to advertising network mediators or aggregators.

1. License and Services.

The Publisher hereby grants Company the non-exclusive, worldwide right and license to solicit and sell Ads on the Publisher's designated Service ("Company Campaigns"), as set forth in The Publisher's account on the Company System, and to have such Ads served and displayed in The Publisher's designated Platform. To the extent requested by The Publisher and accepted by the Company in its sole discretion, the Company may serve and display via the Company System Ads in The Publisher's Platform that have been solicited and sold by The Publisher ("The Publisher Campaigns").

2. Publisher's Responsibilities.

(a) Valid Impressions and Clickthroughs. The Publisher shall not run "robots" or "spiders" against its Platform or use any means to artificially increase the number of impressions or clickthroughs available (expressly excluding providing rewards in exchange for viewing an Ad). For purposes of clarification, a "Clickthrough" is generated when a user clicks on an Ad in order to move to the Advertiser's web site or trigger any other follow-on action.

(b) Cooperation. The Publisher shall use commercially reasonable efforts to cooperate with any reasonable Company effort or initiative relating to auditing traffic on the Platform, obtaining enhanced demographic information about users of the Platform, or other activity designed to increase the value or effectiveness of the Company System.

(c) Data Collection and Use/Personally Identifiable Information. Company will have the right to collect anonymous clickstream data (e.g., video accessed, viewed or completed) and other related user and device information (e.g., IP address; device ID; device type; OS) through identifiers on the Publisher's Platform and the Ads served thereon. This anonymous data may be used by Company and shared, in aggregated form, with advertisers and third party service providers for purposes of attribution, verification, reporting and Ad delivery optimization and targeting in and on the Company System. Company agrees not to collect any personally identifiable information about any customer or end user of the Platform.

(d) Publisher's Platform Information. Upon Company's reasonable request, the Publisher shall provide the Company with information about its Platform to better market Ads on the Platform. Such information includes, without limitation, total downloads, monthly active users, monthly sessions, average session length and other key information that will enable the Company to better market the Platform for advertising campaigns.

(e) Videos for Rewards. Ads may also be in the form of what is customarily known within the context of the Company System and Services as "Videos for Rewards" ("V4R"), the frequency of which will be at the mutual determination of the Company and the Publisher in order to optimize The Publisher revenues while delivering against Advertiser campaign objectives.

3. Marketing

(a) Promotion. Subject to the Publisher's prior written consent, Company may place the name and/or logo of the Publisher on the Site and within any of Company's media kits and hot link to the Platform.

(b) Marketing Materials. Subject to the Publisher's prior written consent, the Publisher acknowledges that the Company may market and promote (and engage or authorize third party sales agents to market and promote) the Platform to potential Advertisers, including, without limitation, listing the Platform in directories, trade publications, Company proposals, presentations and marketing materials, and other promotional opportunities.

4. Fees

(a) Company Campaigns-Standard the Publisher's Revenue Share. For all Company Campaigns, the Publisher shall receive sixty percent (60%) of Net Advertising Revenue (as defined below) ("Publisher's Revenue Share").

"Net Advertising Revenue" is defined as gross advertising revenue recognized through the delivery of Ads by the Company on the Publisher's Platform, less 10% which is earmarked for: (i) taxes required to be paid by the Company in connection with the Service, including without limitation, excise, sales, use or value added taxes or tariffs; and (ii) technology and other transaction related costs or fees in connection with selling, serving and/or displaying Ads in the Publisher's Platform.

5. Billing and Payment

(a) Company Billing and Payment Terms. Company shall remit the Publisher's Revenue Share to the Publisher within thirty (30) days following the end of the calendar month in which the Publisher's Revenue Share was generated. The Company shall remit payments to the address and/or account information provided by the Publisher after registering for a Publisher account on the Company System.

(b) Discrepancies. The Publisher has ninety (90) days from the receipt of payment to report any discrepancy or to question the payment. The Company and the Publisher will use their best efforts to resolve any discrepancy or question quickly and fairly. The Company will maintain accurate records with respect to the calculation of all payments due by the Company to the Publisher under this Agreement. In the event there is a discrepancy of greater than fifteen (15) percent between the Company's calculation and the Publisher's calculation, the Publisher may, no more than once per calendar year upon no less than fifteen (15) days prior written notice to the Company, cause an independent auditor of nationally recognized standing to inspect the appropriate records of the Company reasonably related to the calculation of payments due hereunder during the Company's normal business hours. Such examination will be undertaken in a manner reasonably calculated not to interfere with the Company's normal business operations. The fees charged by such auditor in connection with the inspection will be paid by the Publisher, unless the auditor discovers an underpayment of greater than ten percent (10%), in which case the Company will pay the reasonable fees of the auditor.

ADDITIONAL GENERAL TERMS:

6. COMPANY INTELLECTUAL PROPERTY RIGHTS; LICENSES. The Company owns and retains all right, title and interest in and to the Company System, including, but not limited to, all software, computer code, data, and other technologies related to the Company System, any enhancements, modifications or derivative works thereto, any materials or data made accessible to the Publisher by the Company through the Company System, and all intellectual property and proprietary rights of any kind, anywhere in the world, in and to all of the foregoing. The Company hereby grants the Publisher a non-exclusive, limited, revocable, license, without right of sublicense, to access and use the Company System for the sole purpose of making use of the Services as described herein. No rights are granted to combine or bundle the Company System SDK/API or related technology with or into any third party advertising network SDK/API, system or technology, or to distribute or sublicense the Company System SDK/API, whether or not on a stand-alone basis, to any third parties. The Company reserves any and all rights not expressly granted to herein and disclaims all implied licenses, including, without limitation, implied licenses to trademarks, copyrights, trade secrets and patents.

7. IMPLEMENTATION/TECHNICAL SPECIFICATIONS. The Publisher agrees to comply with any and all technical specifications provided or posted by the Company or displayed on the Site (including as necessary, incorporating any Company System SDK or other technology into the Publisher's Platform) to enable the serving and display of Ads in Platform. The Publisher may not utilize the services of any third party advertising network mediator without Company's prior written authorization or unless such third party has been officially certified by Company.

8. CONTENT. The term "Content" as used herein specifically includes any Platform, Ads or other content or materials (including, but not limited to, text, graphics, photographs, images, illustrations, and audio or video clips) made available or submitted by the Publisher in connection with the Site and the Services. The Publisher shall abide by all copyright notices, information, and restrictions contained in any Content submitted or uploaded to the Site and/or accessed in connection with the Services.

9. CONTENT RESTRICTIONS. Unless otherwise agreed in writing, the Publisher shall at all times comply with, and cause all of its submitted Content to comply with, the following Content restrictions and requirements (collectively, the "Content Requirements"):

(a) General Content Guidelines. No Content shall contain, or contain links to, any indecent, deceptive, defamatory, libelous, fraudulent, obscene or pornographic material, hate speech, viruses, trojan horses, worms, time bombs, cancel bots or other computer code or programming routines that are intended to damage, disable, interfere with, permit unauthorized access to, surreptitiously intercept or expropriate any system, data, software or personal information, or any material that violates any other applicable law, regulation or third party right. The Company reserves the right to reject, suspend or remove from the Company System any Platform that is in violation of the Content Requirements as determined by the Company in its sole discretion.

(b) The Publisher-Specific Content Restrictions. The Company agrees that all Ads shall be subject to the Publisher's Advertising Restrictions (if any) as set forth in Exhibit A attached hereto and the Company shall comply at all times with such Advertising Restrictions.

10. PRIVACY. Both Parties represent and warrant that they will adhere to all applicable privacy laws, including but not limited to Section 37 of the 1999 Constitution of the Federal Republic of Nigeria (as amended). Both parties will post and maintain on their websites a privacy policy that describes their privacy practices in compliance with all applicable laws. The Publisher will maintain and make available on or in connection with each of the Publisher's Platform a privacy policy that describes third-party Ad serving and data collection on The Publisher's Platform as described herein.

11. DISCLAIMERS/ASSUMPTION OF RISK. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS NOR IMPLIED. THE SERVICES, COMPANY SYSTEM, CONTENT, AND SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THE RESULTS OF USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE POPULARITY OF ANY PLATFORM, THE RESULTS OR EFFECTIVENESS OF ANY ADS, THE BENEFITS THAT THE PUBLISHER MAY OR MAY NOT OBTAIN FROM THIS AGREEMENT, THE USE OF THE SERVICES AND/OR ADVERTISING THROUGH ANY PLATFORM THROUGH USE OF THE COMPANY SYSTEM, AND THE PUBLISHER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

12. REPRESENTATIONS AND WARRANTIES; INDEMNITY.

By The Publisher: The Publisher represents and warrants to the Company that: (a) the Publisher owns or controls the necessary legal rights to any Content that the Publisher designates or transmits in connection with the use of the Services; (b) the Publisher has all necessary rights, power and legal authority to enter into this Agreement and to access the Site and use the Services; and (c) the Publisher's Content: (i) complies with the Content Requirements and all other applicable laws, statutes, ordinances and regulations; (ii) does not breach and has not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (iii) is free from viruses and any other contaminants of any nature whatsoever. The Publisher will indemnify and hold the Company, and any of their parents, subsidiaries, affiliates, officers and employees, harmless, from any claim, demand, damages or loss, including costs and attorneys' fees, due to or arising out of the breach or alleged breach of this Agreement or any of the foregoing representations and warranties by the Publisher.

By Company: The Company represents and warrants to the Publisher that: (a) the company owns or controls the necessary legal rights to perform the Services as contemplated by this Agreement; (b) the Company has all necessary rights, power and legal authority to enter into this Agreement and to provide the Services; (c) the Services are free from viruses and any other contaminants of any nature whatsoever; and (d) the Services do not violate the intellectual property rights of any third party. The Company will indemnify and hold the Publisher, and any of its parents, subsidiaries, affiliates, officers and employees harmless from any third party claim, demand, damages or loss, including costs and attorneys' fees, arising out of the Company's breach of this Agreement or any of the foregoing representations and warranties.

13. LIMITATION OF LIABILITY. EXCEPT FOR EACH PARTY'S OBLIGATIONS OF INDEMNIFICATION AND CONFIDENTIALITY, NEITHER PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, SHALL EXCEED THE FEES PAID OR PAYABLE TO COMPANY BY THE PUBLISHER IN CONNECTION WITH SUCH THE PUBLISHER'S USE OF THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEEDING THE DATE OF THE CAUSE OF ACTION GIVING RISE TO THE CLAIM. EXCEPT FOR EACH PARTY'S OBLIGATIONS OF INDEMNFICIATION AND CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR BUSINESS, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

14. DURATION: this Terms of Service Agreement shall run for an initial period of two (2) years, renewable by another term of one (1) year, if the parties so agree.

15. CONFIDENTIALITY. The term "Confidential Information" shall mean this Agreement, and all information about the disclosing party's (the "Disclosing Party") (or its suppliers') business, products, technologies, strategies, customers, financial information, operations or activities that is proprietary and confidential, including without limitation all business, financial, technical and other information disclosed by the Disclosing Party to the other party ("Receiving Party"). Each party shall take appropriate measures by instruction and agreement prior to disclosure to such employees to assure against unauthorized use or disclosure, and such persons shall have agreed in writing to maintain the confidentiality of such information. The Receiving Party shall have no obligation with respect to information which: (a) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (b) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (c) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; or (d) is disclosed by the Receiving Party under a valid order of a court or government agency, provided that the Receiving Party provides prior written notice to the Disclosing Party of such obligation and the opportunity to oppose such disclosure. Upon termination of this Agreement for any reason or other written demand of the Disclosing Party, the Receiving Party shall cease using the Confidential Information provided by the Disclosing Party and return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of notice.

16. TERMINATION. Either party may terminate the Services at any time by notifying the other party by any means. Either party may terminate this Agreement upon ten (10) days written notice, if the other party breaches any of the terms or conditions of this Agreement and such breach remains uncured during the ten (10) day notice period. Any fees paid hereunder are non-refundable and non-cancelable. Upon termination of this Agreement, The Publisher's rights to use the Services and the Company System will immediately cease, and if The Publisher has integrated the Company Service SDK/API into any of its Platform, the Publisher shall have ninety (90) days from termination to remove such SDK/API from its Platform. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

17. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria without regard to the conflict of laws provisions thereof. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Publisher does not have any authority of any kind to bind the Company in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by the Publisher except with the Company's prior written consent; provided, however, that either party may freely assign this Agreement without the other party's consent to its parents or affiliates or to a third party in connection with a merger or acquisition of all or substantially all of the assets or equity of such party.

18. GOOD FAITH

The Parties shall at all times during the continuance of this TOS observe the principles of good faith towards one another in the performance of their obligations in terms of this TOS. This implies, without limiting the generality of the aforegoing, that they:

- will at all times during the term of this TOS act reasonably, honestly and in good faith; and
- Make full disclosure to each other of any matter that may affect the implementation of this TOS.

19. DISPUTE RESOLUTION: Any dispute or differences arising out of or in connection with the provision of this **Terms of Service** which cannot be amicably settled among the parties shall be settled by one arbitrator in accordance with the Arbitration and Conciliation Act, Cap A18, Laws of Nigeria, 2004. If the parties fail to agree on choice of the arbitrator either party shall apply to the Chief Judge of the Lagos State High Court to so appoint. Such arbitration shall be conducted in Lagos. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.

IN WITNESS WHEREOF the parties hereto affixed their common seals the day and year first above written.

SIGNED for and on behalf of **RUBIQUBE LIMITED**

Name:	Name:
Title:	Title:
Date:	Date:

SIGNED for and on behalf of ……

Name:	Name:
Title:	Title:
Date:	Date: