

# Marketing Service Contract

**Prepared for:**

Nabati Foods Global Inc.

**Created by:**

MMG Market Medium GmbH & Co. KG

## **Marketing Service Contract**

Contracting Partners

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# Contracting Partners

**MMG Market Medium GmbH & Co. KG**, Bonner Str. 12, 51379 Leverkusen, NRW, Germany

and

**Nabati Foods Global Inc.**, 1570 – 505 Burrard Street, V7X 1M5 Vancouver, B.C., Canada

## Preamble

The *MMG Market Medium GmbH & Co. KG* is a service provider in the field of online marketing. Subject of this service contract are services, which refer to online marketing activities including technical solutions to map those activities and to provide investor relation services for the *Nabati Foods Global Inc.*.

## 1. Scope of work

- a. Creation of campaigns, ad groups and text ads and display ads.
- b. Detailed keyword research, e.g. analysis of search terms which match with search behaviour of your target group.
- c. Setup and management of remarketing campaigns within an individual website visitor approach of those visitors who have already been in contact with your company, shop or website.
- d. Permanent dynamic optimization of the keywords set.
- e. Ongoing bid management of campaigns, ad groups and keywords.
- f. Optimization of keyword options (exact match, phrase match, broad match, broad modified match and negative match).
- g. Control and optimization for different devices (desktop, tablet and mobile).
- h. Placing display advertisements, using relevant targeting options as demographic, geographic, interest, topics or keywords.
- i. *Coordinating online advertiser and marketers corresponding to the Nabati Foods Global Inc. online marketing targets.*
- j. Creation of Landing Pages for ad campaigns.

## 2. Description of services, budget and accounting

- a. *MMG Market Medium GmbH & Co. KG* charges the client an agency fee, defined in number 2) g), on a monthly basis, alternatively a one-time fee corresponding to the budget.
- b. Services are payable within 14 days of invoicing. The *MMG Market Medium GmbH & Co. KG* can stop the service immediately and withdraw from the contract if the payments are not made on time. Irrespective of this, *Nabati Foods Global Inc.* is obliged to pay for services already rendered.
- c. The advertising budget used by the *Nabati Foods Global Inc.* is defined as flexible and adjusted according to supply and demand.
- d. The *Nabati Foods Global Inc.* advertising budget must be credited to the account of the *MMG Market Medium GmbH & Co. KG* before the start of the campaign.
- e. During an ongoing campaign, the *Nabati Foods Global Inc.* advertising budget must be available on the *MMG Market Medium GmbH & Co. KG* account one week before billing for seamless continuation of advertising activities.
- f. Services within the scope of this contract of *MMG Market Medium GmbH & Co. KG* are following
  - 1. Creation of advertorials.
  - 2. Creation of texts, reports and researches.
  - 3. Creation of advertisement material.
  - 4. Creation of ad texts and display ads.
  - 5. Creation of campaigns, ad groups as well as bid adjustments.
  - 6. Control of the advertising.
- g. Service Fee
  - 1. As a monthly fee for the above-mentioned services, the *MMG Market Medium GmbH & Co. KG* and the *Nabati Foods Global Inc.* agree on the following: 15,0 % of the advertising budget.

### 3. Availability guarantee and force majeure

- a. *MMG Market Medium GmbH & Co. KG* does not guarantee the availability of external systems such as Google Ads or Google Analytics, which are operated by third party providers, unless *MMG Market Medium GmbH & Co. KG* has acted with intent. In the event of unavailability, *MMG Market Medium GmbH & Co. KG* will endeavour as quickly as possible to provide other technical advertising delivery options if possible. Otherwise, the relevant terms and conditions of Google Ads, the third-party providers used and Google Analytics in the current version apply.
- b. Neither party shall be liable to the other for any failure to perform or delay in performing any obligation under the contract to the extent that such failure or delay is due to circumstances beyond the control of the other party. Such circumstances include in particular force majeure due to natural events or the failure of the general power supply and telecommunication lines. If a party is unable to provide the service due to force majeure, it shall be released from its performance

obligations for the duration of the hindrance. The other party shall be released from the consideration for the same period. Both parties are only liable for intent and gross negligence. Both parties are liable for intent and gross negligence. The parties shall only be liable for simple negligence if essential contractual obligations (cardinal obligations) are breached. The above limitation of liability shall not apply in the event of injury to life, limb or health or in the event of statutory mandatory strict liability or liability under strict guarantee.

## **4. Assignment**

The parties are only entitled to assign the claims arising from the contract in whole or in part with the prior written consent of the respective other party, which this party may only refuse or delay for objectively justified reasons.

## **5. Contract duration and termination**

- a. The contract may be terminated at any time by either party with 30 days' notice to the end of the month.
- b. The right to termination for good cause remains unaffected. Good cause shall be deemed to exist in particular if the respective other contractual partner becomes insolvent, an application is made for the opening of insolvency proceedings against the assets of the respective other contractual partner, insolvency proceedings are opened against the assets of the respective other contractual partner or the opening is refused for lack of assets, the respective other contractual partner ceases its business operations in whole or in part or has to cease them (e.g. due to an official or court order).
- c. Notice of termination shall be given in writing.

## **6. Confidentiality of the agreement**

- a. There is agreement between the parties that absolute secrecy shall be maintained with regard to the main points of this document and all confidential information exchanged in connection with the preparation and further negotiations concerning the other party and the planned cooperation. This shall not apply to employees, participating companies or service providers and bodies which are directly necessary for preparation and signing, provided that they are also bound to confidentiality by their employment contract or special obligations.
- b. The confidentiality obligation contained in this paragraph shall not apply to information, which is generally accessible, which a party has received from a third party in a legally permissible manner and without breach of this obligation, or which is manifest or becomes manifest without breach of this confidentiality obligation.

## 7. Data protection

The *MMG Market Medium GmbH & Co. KG* shall store and use personal data only to the extent and for the duration necessary for processing the contractual relationship between the *Nabati Foods Global Inc.* and the *MMG Market Medium GmbH & Co. KG*. The data will be deleted after the expiry of the tax retention periods of 10 years at the latest. The *MMG Market Medium GmbH & Co. KG* guarantee the confidential treatment of the personal data communicated to him in accordance with the statutory provisions, in particular the German basic data protection regulation (DSGVO). This obligation shall continue to apply even after termination of the contractual relationship. The *MMG Market Medium GmbH & Co. KG* undertake to protect the data transmitted by the *Nabati Foods Global Inc.* against access by third parties in accordance with the state of the art and within the framework of a technically and economically reasonable effort and to take the necessary technical and organisationally reasonable measures. Furthermore, they assure that they will familiarise the employees employed in the execution of the work with the relevant provisions of data protection before commencement of the work and that he will impose a suitable obligation to maintain secrecy for the duration of their work and after termination of the employment relationship. The client shall monitor compliance with the data protection regulations in his company.

## 8. Final provisions

- a. Amendments and supplements must be made in writing. This shall also apply to any change to the written form requirement itself.
- b. The contract replaces all previous contracts and contains all agreements between the parties. There are no subsidiary agreements.
- c. Should individual provisions of this contract be or become invalid, legally invalid or unenforceable in whole or in part, the validity of the remaining provisions of the contract shall not be affected thereby. The same applies in the event that the contract contains a loophole. In such a case, the contracting parties undertake to replace the ineffective or unenforceable provisions with effective or enforceable provisions that come as close as possible to what the parties intended economically at the time the contract was concluded.
- d. This contract is subject to German law. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract as well as the place of performance of the performance obligations arising from this contract shall be Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

## 9. Signatures

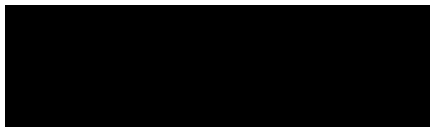
**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have executed this Agreement through their authorized representatives on the date first above written.

**MMG Market Medium GmbH & Co. KG**

**Signed by**

Monika  
Woeste  
CEO

**REDACTED: Signature of Monika Woeste**



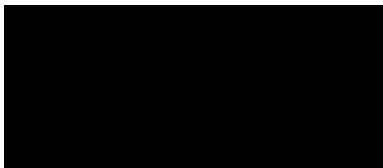
03 / 10 / 2021

**Nabati Foods Global Inc.**

**Signed by**

Ahmad  
Yehya  
CEO

**REDACTED: Signature of Ahmad Yehya**



03 / 10 / 2021

