

SOCIAL MEDIA MANAGEMENT CONTRACT

This social media management contract ("Contract") is between:

Mada Global Corp. ("Contractor") and

" " ("Client"),

Each individual is referred to as a "Party" and together as the "Parties."

WHEREAS, the Client desires to engage the Contractor for digital marketing services related to the promotion of the Client-produced "**Brand Name**" on the E-commerce brand-growth platform identified by Shop Code: " ("TikTok Shop");

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK:

The Contractor agrees to provide the following services to the Client:

1.1 Obligations of the Client: The Client shall provide the Contractor with all necessary materials, access, and approvals required for the execution of the services under this Contract. Any delay in providing these materials may affect the timeline and results, and the Contractor shall not be held responsible for such delays.

1.2 Creation and Monitoring of Product Cards: The Contractor shall create, optimize, and continuously monitor product cards to enhance visibility and engagement.

1.3 Selection and Work with Influencers: The Contractor shall identify, select, and collaborate with influencers to promote the Client's products on the TikTok social media platform.

1.4 Communication and Reporting: The Contractor shall regularly communicate with the Client to discuss progress, challenges, and results. Detailed monthly reports will be provided, including the list of influencers involved in the marketing campaign, information on the number of created and optimized product cards, number of sales, total profits resulting from influencer-driven sales, and engagement statistics such as card views and promotional video performance metrics (e.g., number of views, likes, comments analysis).

2. PAYMENT:

In consideration of the services provided, the Client agrees to pay the Contractor as follows:

2.1 Fee Structure:

2.1.1 **Monthly Retainer:** The Client agrees to pay a monthly **agency fee of \$2,500** in advance, within 3 calendar days of the invoice date. This retainer applies until a monthly result of \$25,000 GMV is achieved on the TikTok Shop platform.

2.1.2 **Performance Bonus:** After achieving a monthly result of **\$25,000 GMV**, the Client will pay only 10% of the GMV generated on the TikTok Shop platform. These payments will be calculated and made twice a month—mid-month and upon completion of the month.

2.1.3 Tiered Performance Bonus:

- Once a monthly result of \$100,000 GMV is achieved on the TikTok Shop platform, the Client will pay a reduced performance fee of 7% of the GMV generated. Payments will be made twice a month—mid-month and upon completion of the month.
- After reaching \$200,000 GMV, the Client will pay only 5% of the GMV generated on the TikTok Shop platform. These payments will also be calculated and made twice a month—mid-month and upon completion of the month.

2.1.4 **Late Payment Penalty:** If the Client fails to make a payment within the agreed timeline, a penalty of 2% per day shall be applied until the amount is fully settled. If payment is delayed for more than **5 calendar days**, the Contractor reserves the right to pause services until full payment is made.

2.1.5 Minimum Retainer in Case of Client-Side Issues:

After the Parties transition from the Monthly Retainer model to the Performance Bonus model described in Sections 2.1.2 and 2.1.3, the Client agrees that if the Contractor's ability to achieve or maintain sales performance is negatively affected due to circumstances on the Client's side — including but not limited to product stock shortages, out-of-stock situations, shipping or fulfillment issues, significant reduction of advertising budget, or any other reasons limiting the Contractor's ability to perform the services under this Contract — the Client shall continue to pay the Contractor a minimum monthly retainer fee of \$2,500 until such issues are fully resolved.

3. TERMINATION:

3.1 The Client **may not terminate this Contract without providing an official written termination request**, which must be acknowledged and confirmed in writing by the Contractor at least 30 business days before the termination date.

4. FORCE MAJEURE:

Neither Party shall be responsible or liable for any delay, malfunctions, or failure to complete any work due to forces beyond their control, including but not limited to strikes, accidents, acts of war or terrorism, nuclear incidents, natural disasters, civil or military disturbances, or acts of God.

4.1 The Client acknowledges that **issues on their side (e.g., TikTok Shop account bans, insufficient inventory, supply chain disruptions, legal restrictions, or business restructuring) shall not be considered force majeure events** and shall not release the Client from their payment obligations under this Contract.

5. CONFIDENTIALITY:

5.1 Obligations of the Parties: All parties in this Contract agree to keep all information related to the business confidential.

5.2 Non-Disclosure by the Client: The Client agrees not to disclose any confidential or proprietary information provided by the Contractor to third parties for the duration of this Contract and for 1 year after its termination.

5.3 Use of Information: The Client agrees not to copy or reproduce any confidential materials unless expressly permitted by the Contractor.

5.4 Notification of Breach: The Contractor shall inform the Client immediately upon discovering any unauthorized use or disclosure of confidential information.

6. START DATE AND DURATION:

6.1 This Contract shall commence on 2026 and shall have an initial term of **3 months**.

6.2 This Contract shall automatically renew for successive periods of **3 months**, unless terminated by either Party in accordance with Section 3.1.

7. GOVERNING LAW:

This Contract and all actions arising out of or in connection with this Contract will be governed by and construed in accordance with the laws of the State of Wyoming, excluding its conflict-of-laws provisions.

8. WAIVER OF JURY TRIAL:

The Parties waive their rights to a trial by jury of any dispute relating to this Contract.

Services Contract as of the Effective Date.

CONTRACTOR: Mada Global Corp 1007 N Orange St, 4th Floor, 3111 Wilmington, DE 19801 Mike D	CLIENT:
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