

Performance Marketing Services Agreement

1. Parties

This Performance Marketing Services Agreement (the Agreement) is entered into by and between:

1. Trinity Relocation Company LTD (ADvantage)
2. The Client (as specified in the Order Form or invoice)

Collectively, ADvantage and the Client are referred to as the Parties.

2. Scope of Services

2.1. ADvantage provides performance marketing services for the Gambling vertical using Meta advertising, including strategy, setup, launch, and ongoing optimization of campaigns.

2.2. The scope may include, as applicable: creative development, funnel setup, tracking setup (Trackier), S2S postback configuration with the Client's offers/brands, and weekly reporting.

2.3. ADvantage may use third party tools and service providers where required for campaign execution.

3. Definitions

3.1. Ad Spend means the media budget spent on Meta ads during the campaign period, as reflected in Meta Ads Manager.

3.2. Revenue means tracked deposits or payout events received from the Client's offer side, confirmed via S2S postbacks and or the affiliate panel, as applicable.

3.3. ROI is calculated as

$$(\text{Revenue} - \text{AdSpend}) / \text{AdSpend} \times 100\%$$

3.4. Net Profit means Revenue minus Ad Spend minus Agency Fee and other agreed direct campaign costs, if any.

4. Commercial Model

- 4.1. The cooperation follows a spend based fee model.
- 4.2. ADvantage Fee equals 15% of Ad Spend.
- 4.3. The Agency covers infrastructure costs required for execution.
- 4.4. Client covers 5% of Ad Spend for agency account rental costs.
- 4.5. All remaining Net Profit belongs to the Client.

5. Minimum Investment and Test Period

- 5.1. Minimum Traffic Investment for the initial test is USD 10,000 Ad Spend.
- 5.2. The Parties agree on an initial test period, typically 14 to 21 active advertising days, depending on delivery and data sufficiency.
- 5.3. If Ad Spend is exhausted before the end of the planned test period, the test is deemed completed unless otherwise agreed.

6. KPI Framework (Illustrative)

- 6.1. The Client acknowledges that any KPI examples are illustrative and not a guarantee.
- 6.2. Target ROI ranges for evaluation may include: 30%, 50%, 60% ROI, depending on GEO, offers, and market conditions. The initial goal is to get a CPA in the \$15–20 range, and then work on optimization to bring it down to \$5–10.
- 6.3. Example scenario for USD 10,000 Ad Spend:
 - Agency Fee 15% of spend equals USD 1,500
 - The Client receives 100% of remaining Net Profit after costs.

7. Budget Funding and Payments

- 7.1. Service fees are calculated monthly based on actual Ad Spend.
- 7.2. Ad Spend is funded by the Client. Funding method is agreed prior to launch.
- 7.3. Invoicing and payment terms: ADvantage issues an invoice and the Client pays within the agreed timeframe stated in the Order Form.

8. Client Responsibilities

- 8.1. The Client provides all required offer materials and access needed to run campaigns, including: affiliate links, brand assets, compliance requirements, and S2S postback URLs for registration and deposit where available.
- 8.2. The Client confirms that tracking and postback setup is critical, and delays in providing working S2S postbacks may pause optimization and campaign execution.

8.3. The Client ensures that the promoted products and offers are lawful for the target markets and that it has rights to promote them.

9. Tracking, Reporting, and Source of Truth

9.1. The Parties agree that campaign performance is evaluated using tracker data (Volum or Keitaro) and is verified against the Client's offer side reporting where applicable.

9.2. Reporting cadence: daily reporting summarizing spend, registrations, deposits, and ROI.

9.3. ADvantage may track and optimize intermediate KPIs including CPC, CPI, CPR, CPA, CTR, Inst2Reg, and Reg2Dep.

10. No Guarantees

10.1. ADvantage provides services "as is" and does not guarantee specific ROI, CPA, revenue, or profit outcomes.

10.2. Results depend on multiple variables outside ADvantage's control, including offer quality, competition, seasonality, and platform behavior.

11. Confidentiality

11.1. Each Party agrees to keep confidential all non public information received in connection with this Agreement, including strategies, data, and performance information.

11.2. Confidentiality term: 1 year after completion, unless otherwise agreed in writing.

12. Intellectual Property

12.1. ADvantage retains ownership of its pre existing know how, internal processes, and methodologies.

12.2. The Client owns its brands, offers, and any proprietary assets it provides.

12.3. Unless otherwise agreed, ADvantage may use anonymized results for portfolio purposes without disclosing the Client's name or confidential metrics.

13. Term and Termination

13.1. The Agreement starts on the effective date stated in the Order Form and continues on a month to month basis unless terminated.

13.2. Either Party may terminate with written notice. Termination does not waive

payment obligations for incurred Ad Spend and Agency Fees.

13.3. ADvantage may suspend services in case of non payment or material breach.

14. Liability

14.1. ADvantage is not liable for indirect damages, lost profit, or business interruption.

14.2. The Client acknowledges the inherent risks of regulated verticals and advertising platforms, and accepts that account restrictions and delivery volatility may occur.

15. Force Majeure

15.1. Neither Party is liable for failure or delay caused by events beyond reasonable control, including war, natural disasters, or legal restrictions.

16. Dispute Resolution and Governing Law

16.1. Disputes are first resolved by negotiation within 14 days.

16.2. If unresolved, disputes are submitted to a competent court under the law specified in the Order Form.

17. Signatures

Agency: Trinity Relocation Company LTD

Authorized representative: Stepan Potchynyi

Date: 11.05.2026

Client: 10 Panda Technologies

Authorized representative:



Date: 11/05/2026