

This Order Form is submitted by **Client** (whose details are set out below) to GoViral Inc. dba Dibly, a corporation with offices at Unit 1010, 383 Richmond Street, London, Ontario Canada N6A 3C4 ("**GoViral**").

**CLIENT INFORMATION:**

Name/Business Name:

Contact Person: Address: \_\_\_\_\_

Telephone Number: E-Mail Address:

Finance Contact Name:

Finance Contact Number: Finance Contact Email Address:

• **PROJECT DESCRIPTION**

GoViral will develop Promotional Content for display on the Dibly Sites in respect of the following product(s):  
\_\_\_\_\_ ("**Product**")

• **DELIVERABLES**

- Development of Promotional Content for display on the Dibly Sites.
  - This will include a link to the Client's e-commerce store.
- GoViral may create additional marketing and advertising materials to promote the Client's products and Services, including a sponsored article and/or gallery images, that will be posted on the Dibly Sites, and which will also include links to Client's e-commerce store to enable customers to make purchases of Client's merchandise directly.

• **SERVICES SPECIFICATIONS**

- GoViral will also perform advertising and marketing services in connection with promotion of the Client's Product on the Dibly Sites.
- Client will provide GoViral with all images, product information, product descriptions, videos, graphics, logos, marks, branding and all other information required to enable GoViral to create, market and promote Client's merchandise on the Dibly Sites.

• **PRICE AND PAYMENT**

- The Client will pay USD \_\_\_\_\_ ("**Guarantee**") to the Contractor after the Client approves the Promotional Content and before the Contractor distributes any of the Promotional Content. The Guarantee will be deducted from any future payments owing from the revenue share described herein.
- Dibly shall receive a revenue share of \_\_\_\_\_ of Gross Revenues (USD) received by Client in respect of any sales of Products made to customers as a result of traffic from the Dibly Sites (including without limitation any such customer following a link from a Dibly Site to the Client e-commerce site), or any other sales that arise as a direct result of Dibly's advertising and promotion of the Client's merchandise (each a "**Qualifying Transaction**").
- Client shall track Qualifying Transactions and report to GoViral in accordance with the terms of the Services Agreement.
- GoViral's revenue share shall be remitted to GoViral monthly, as set out in the Services Agreement.
- "**Gross Revenues**" shall mean all amounts received by Client for sales of Products, less any refunds, discounts, rebates provided to Client's customers in respect of such Products. For greater certainty, Gross Revenues shall not include any shipping fees, sales or value-added taxes or import or export duties, collected by Client, to be remitted to the appropriate government authorities.

• **PROJECT TERM**

- The term of this Agreement (the "**Term**") will commence on the Effective Date and will continue until 11:59 pm ET on \_\_\_\_\_, 20\_\_ (the "**Initial Term**") and thereafter shall automatically renew for additional successive terms of one (1) month (each a "**Renewal Term**") until either party provides the other party with fifteen (15) days written notice of its intention not to renew the Agreement, or unless the

agreement is terminated earlier in accordance with section 3(b) below.

This Order Form is governed by the Social Commerce Terms of Service (“**TOS**”) attached hereto/set out at [INSERT URL], and when executed by each party this Order Form and the TOS together form the “**Agreement**”, a binding agreement between the parties. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Capitalized words not defined on this Order Form have the meaning given in the TOS. This Agreement will become effective when this Order Form has executed by authorized representatives of both parties (the “**Effective Date**”).

**GoViral Inc**

**Client:** [REDACTED]

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date