PUBLISHER AGREEMENT

Last updated: July 10, 2026

1. General Terms.

1.1.	This Publisher Agreement (the "Agreement") is made by and between you (the "Publisher", "you", "yours", etc.) and RICHADS LTD. a company duly incorporated and validly existing in accordance with the laws of the Republic of Cyprus under the registration number HE 412901, having its registered office at 51, Griva Digeni, ATHINEON COURT Office: 202, Paphos 8047, Cyprus, email address hello@richoffers.co (the "Advertiser"). BEFORE USING THE WEBSITE AND/OR REGISTERING ON THE PLATFORM, YOU SHALL READ THIS AGREEMENT CAREFULLY. BY CHECKING THE BOX AND CLICKING "I'VE READ AND ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.
1.2.	This Agreement incorporates by reference Privacy Policy as well as any other terms and conditions published on the website, which together with any insertion orders, invoices, exhibits, appendices, addenda or schedules hereto constitutes the entire agreement between the Publisher and the Advertiser.
1.3.	The Advertiser may modify the Agreement and/or any other terms and conditions published on https://richads.com/ (the "Website") from time to time, in its sole and absolute discretion. The Advertiser will notify the Publisher of any changes by posting the updated terms on the Website and will revise the "Last updated" date above. Any changes shall be incorporated by reference herein. It is the Publisher's responsibility to review the terms frequently and to remain informed of any changes to them. The Advertiser may also provide the Publisher with additional forms of notice of modifications and/or updates as appropriate under the circumstances including, but not limited to, sending the Publisher an email informing of the changes and/or by prominently posting notice of the changes on the Website. The Publisher's continued use of the website after such modifications have been published shall constitute Publisher's consent to the modified terms. If the Publisher does not agree with the changes and/or modifications, the Publisher shall not use the Website after the effective date (last updated date) of the changes. The then-current versions of the terms will supersede all earlier versions.

2. Commercial Details

2.1. Fee and payment terms	CPC (cost-per-click), CPM (cost-per-mille), CPS (cost-per-sale), CPA (cost-per-action). Cost per one click/impression/sale/action will be determined based on conditions agreed with advertisers via Software and will be available through Advertiser's Reporting System. Cost per click/impression/sale/action may differ depending on the advertisements and advertisers. The fee shall be paid to the Publisher on a NET15 basis. The Publisher may request payment up to twice per calendar month, in accordance with the payment process set out in Section 2.5.
2.2. Invoices	The Publisher shall send to the Advertiser an invoice within five (5) calendar days after the end of the relevant calendar month. In any event, if the Publisher issues an invoice later than the 10th day of the month following the paid one, the Advertiser has the right to defer payment for up to 2 months from the date of such invoice. In case the Advertiser does not receive invoices from the Publisher or the payment amounts specified in the invoices were not agreed by the Publisher with the Advertiser, the latter shall not pay such amounts.
2.3. Currency	US Dollar.
2.4. Services Period	Services are provided during the term of this Agreement. Either Party may terminate or suspend this Agreement and the provision of Services at any time, at its sole discretion, without providing prior notice to the other Party.
2.5. Payment Process	To receive payment, the Publisher must request it via the designated button in their personal account on the Platform. Upon the Advertiser's approval, payment will be processed and disbursed on the nearest scheduled payout date in accordance with the NET15 terms and twice-monthly payment schedule outlined in Section 2.1.
2.6. Prepayment	The Advertiser may, at its discretion, offer prepayment terms to the Publisher. If prepayment is provided, the Publisher is obligated to: (a) commence directing traffic within one (1) business day after receiving the prepayment; (b) direct traffic equivalent to the prepayment amount and/or any previously agreed-upon traffic volume within a period not exceeding sixty (60) days; (c) ensure that only high-quality traffic is directed, which does not fall under any definition of Fraudulent Activity as outlined in this Agreement. If the Publisher fails to meet the above conditions regarding traffic quantity and/or quality, the Publisher must return the partial or full prepayment amount within five (5) business days from the request.
2.7. Inactive Accounts	If the Publisher's account remains inactive (no traffic directed or no payment requests made) for twelve (12) consecutive months, the Advertiser **reserves the right to forfeit and write off** any accumulated balance, with no further claims by the Publisher. The Advertiser **may, at its sole discretion, suspend or terminate** such dormant accounts after a thirty (30) day warning via

	email, during which the Publisher may reactivate the account by directing qualifying traffic.

3. Main Terms

3.1. Subject Matter of the Agreement	The Publisher agrees to provide to the Advertiser the placement services ("**Services**") of third parties' advertisements on any website, application, content, property or any other media owned, used by the Publisher under license and/or operated by the Publisher ("**Publisher's Property**"). The requests for the placement of the advertisements will be made via an online-platform at https://publishers.richads.com/ ("**Software**") allowing delivery of such advertisements.
3.2. The Fee Calculation	The fee for the Publisher's services is calculated on the basis of CPC, CPM, CPS, or CPA, as applicable. In each case, the relevant metric (click, impression, sale, or action, as applicable) shall be calculated as the number of such events on the advertisements provided by Advertiser (banner, link or the document) by the end-user of the Publisher's Property. The Parties will not consider clicks generated by Fraudulent Activity (as defined below) or other breach of Agreement by the Publisher (including direct or indirect deceit, activities contrary to the law).

3.3. The Publisher's Fee calculation	The amount of the Publisher's Fee shall be based on the data of an automated system for recording the activity of the URL provided by the Advertiser that shows statistics for clicks and/or impressions and, therefore, reflects the Publisher's Fee ("**Advertiser's Reporting System**").
3.4. Confirmation of payment amount	The Publisher is responsible for checking the Advertiser's Reporting System on a daily basis. The payment is based on the data from the Publisher's personal account in the Advertiser's Reporting System.
3.5. Services Provision	The Services are provided via a special URL, SDK (codes), or materials provided by the Advertiser to be set up on the Publisher's Property independently by the Publisher in order to be able to provide the Services. The Publisher bears full responsibility for the correct and timely technical integration, setup, and configuration of these tools on their Property. The Advertiser shall not be liable for any errors, tracking failures, or losses resulting from the Publisher's improper or incomplete integration.
3.6. Advertisements content verification	The Publisher undertakes to check all the advertisements content received through the Software and, in case of suspected inappropriate content, urgently notify the Advertiser and ask for blocking the relevant supplier of the advertisements with inappropriate content.
3.7. Fraudulent activity	The Publisher acknowledges and agrees that any fraudulent activity, i.e., the one aimed at augmenting the number of end-users, is strictly prohibited, as is any other violation of applicable laws. In case of suspected fraudulent activity, the Advertiser may reduce, withhold and/or deduct payment to the Publisher and/or terminate the Agreement, at the discretion of the Advertiser. The Advertiser is not obliged but may provide the proof of such fraudulent activity. The proof may contain the logs of clicks recorded on the Advertiser's side, screenshots from the Advertiser's Reporting System and other evidence the Advertiser may provide. The Advertiser is not obliged to warn the Publisher in advance of any balance withdrawal, account blocking, or termination related to fraudulent activity.
3.8. Taxes and other fees	Each Party has to be solely and separately responsible for its own taxes, fees, or other levies. The Publisher bears all payment costs in connection with bank transfers or payment systems.
3.9. Publisher's Property	The Publisher guarantees that the Publisher's Property meets the following criteria: (a) they have specific content and not just lists of links or advertisements; nor shall the operation of the site be based solely on commercialization through the use of third-party suppliers of relevant material; (b) they are fully operational and do not contain sites or sections that are "in the process of being created/redesigned"; (c) they comply with applicable laws and do not violate data protection regulations.

3.10. Prohibited content	The Publisher guarantees that the content of the Publisher's Property or its affiliated properties does not include any material that infringes the rights of any third party or is in violation of any law, both in terms of applicable laws and in terms of provisions agreed by the Parties in their discretion. Prohibited content includes (not exclusively): (a) advertising, propaganda or calls for exploitation and abuse of minors; (b) advertising aimed at involving potential victims in human trafficking, the provision of sexual services under the guise of legitimate activities, antisocial behavior; (c) advertising of high-risk investments, quick enrichment schemes and financial pyramids; (d) advertising, propaganda or calls for illegal activity; (e) advertising, propaganda or calls for the use of narcotic drugs, psychotropic substances, their precursors, analogues of narcotic drugs, psychotropic substances, digital drugs; (f) information discrediting the honor, dignity or business reputation of individuals or organizations; (g) advertising of online pharmaceuticals, drugs (this category does not include the advertising of dietary supplements); (h) pornographic materials, print media, images or other items of a pornographic nature; (i) magical services (works, services (activities) of hypnotists, psychics, fortune-tellers, spiritists, astrologers, sorcerers, soothsayers, other persons who declare themselves or are considered capable of predicting events, affecting people, the spiritual world, property, and the environment through the use of supernatural abilities or forces, and also training services for these activities; (j) advertising, propaganda or calls for using nicotine-containing substances and tobacco products; (k) advertising of weapons and explosives; (l) webcasts dating sites, web modeling; (m) a call to join religious groups and participate in religious ceremonies; (n) intentional self-harm, mutilation, suicide propaganda; (o) the spread of the illicit trade in human organs; (p) advertising of escort services, sexual services, including under the guise of psychological assistance, communication, relaxation, massage, pleasant pastime, other legitimate activities; (q) advertising of goods and services against human rights and freedom recognized as an infringement of applicable laws; (r) information or publications containing promotion, propaganda of the cult of violence and cruelty; (s) information, publications that induce violence, cruelty, dangerous actions that could harm the health of individuals, property of the state, organizations or individuals or threaten their safety, and other actions that violate the law; (t) publications containing a direct or hidden context of threat, harassment and violence, attacks on individuals or organizations; (u) criminal or terrorist publications; (v) mentioning of events or customs that cause harm to a person in a degrading, unfriendly or offensive manner, advertising or propaganda of such customs; (w) information that encourages hacking of computer systems and programs, advertising services for hacking computer systems and programs; (x) other information, the distribution of which is prohibited by law.
3.11. Non-competition	The Publisher shall abstain from any activities aimed at competing with the Advertiser. In particular, the Publisher shall not place any advertisements attracted through the Software and the selection on alternative publishers or websites without written consent and approval of the Advertiser. Furthermore, during the term of this Agreement and for one (1) year thereafter, the Publisher shall not, directly or indirectly, solicit, contact, or enter into any business relationship with any advertisers introduced through the Software without the prior written consent of the Advertiser. Any attempt to circumvent the Advertiser by dealing directly with such advertisers shall be considered a material breach, resulting in immediate termination and forfeiture of any unpaid fees.

3.12. Limitation of Liability	In no event shall the Advertiser be liable for any damages of any kind arising from the Publisher's use and operation of the Software, or display of any program creative on the Publisher's Property, including but not limited to broken images, special, indirect, incidental, punitive and consequential damages, even if the Advertiser has been advised of the possibility of such damages. The Software, advertisements and other advertiser materials are provided on an "as is" basis with no warranty. The Publisher uses the Software at their own risk. To the maximum extent permitted by law, the Advertiser disclaims all representations and warranties of any kind, express or implied, with respect to the operation of the Software, the information, and content provided through the Software, including but not limited to implied warranties of merchantability and fitness for a particular purpose. The Advertiser's total liability under this Agreement shall not exceed the total fees paid to the Publisher in the six (6) months preceding the claim. In the event of overpayment to the Publisher (due to error or adjustment), the Advertiser may deduct the overpaid amount from future payments or invoice the Publisher for reimbursement, which must be paid within thirty (30) days.
3.13. Representations and Warranties	The Publisher represents and warrants that: (a) it has full legal authority to enter into this Agreement; (b) the Publisher's Property is free from viruses, malware, or any harmful code; (c) all content on the Publisher's Property complies with applicable laws and does not infringe third-party rights; (d) it will not engage in any practices that could impose liability on the Advertiser, such as misleading advertising or unauthorized data collection.
3.14. Indemnity	The Publisher shall indemnify, defend and hold the Advertiser harmless from and against any and all claims, allegations, liabilities, obligations, costs and expenses (including reasonable attorneys' fees) which may be incurred by or to the third parties arising out of: (a) improper operation of the Publisher's programs; or (b) the content of the Publisher's Property; or (c) breach or violation of any clause of this Agreement or other mutual agreement of the Parties.

3.15. Force majeure	The Parties are exempt from liability for partial or entire failure to perform their obligations under the Agreement provided such failure resulted from circumstances of extraordinary nature namely floods, fires, earthquakes, volcanic eruptions, tsunami, accidents of anthropogenic nature, national strikes, electrical outages, failure of internet service providers, riots, insurrection, war (or similar), explosions and other acts of God, restrictions related to payments, sanctions, restrictions imposed by state authorities or organizations.
3.16. Rights to the Software and to the advertisement materials (advertisements)	The Advertiser grants to the Publisher a non-exclusive, non-transferable, revocable right to use, copy, distribute and transmit the advertising materials and use the Software only in accordance with the terms and conditions of this Agreement. The Publisher shall not alter, modify, manipulate or create derivative works of the Software or any graphics, creative, copy or other materials owned by, or licensed to the Advertiser in any way. The license to the Software and sublicense to the advertising materials granted herein will immediately terminate if Publisher does not comply with its obligations under this Agreement. In the event of termination of the Agreement, the Publisher undertakes to return all the advertising materials and the Software, and destroy all copies within five (5) calendar days of termination of the Agreement.
3.17. Rights to the advertisement materials	The Publisher acknowledges and agrees that they do not have any rights with regard to the advertisements provided through the Software, except for the limited right to place the relevant materials pursuant to the terms hereof, and that the advertising materials are owned by third parties.
3.18. Trademarks	Nothing in this Agreement is intended to grant to the Publisher any rights to the trademarks, service marks, copyrights, patents or trade secrets belonging to the Advertiser.
3.19. Multiple Accounts	The Publisher shall not create multiple accounts for the same individual, entity, or domain without prior written permission from the Advertiser. Any such unauthorized multiple accounts will be considered Fraudulent Activity, resulting in non-payment of any earnings from such accounts and immediate blocking of the accounts without prior warning.
3.20. Improper Conduct	Any improper conduct by the Publisher, including but not limited to spam, providing knowingly false information, insults, or name-calling, will be equated to Fraudulent Activity and may lead to deactivation of the Publisher's account without payment of any earned funds.
3.21. Governing Law and Dispute Resolution	This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Cyprus (applicable law). Any dispute arising out of the Agreement or related to it, including its amendment, termination, performance, invalidity or interpretation will be resolved in the state courts of the Republic of Cyprus.
3.22. Personal Data	Each Party shall comply with its obligations under all data protection laws, including but not limited to the General Data Protection Regulation (GDPR) (EU) 2016/679, in respect of the Services and the Software to be provided under this Agreement to each other.
3.23. Miscellaneous	Any notification to the Party shall be considered due if (a) it is sent to the Party at the email specified herein or other email agreed by Parties via letters exchanged by means of corporate emails of the Parties; (b) it is sent to the Party via electronic communication platforms (including Telegram, MS Teams, or others) agreed by the Parties; (c) it is sent to a Party in writing at the latest address known to other Party; (d) it is delivered to a Party personally by the representative of the other Party.