**Publisher Service Agreement**

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| **Date:** | |  |
| **AUCO reference No:** | |  |
| **Publisher Partner (“you” and**  **“your”)** | **Legal name:**  **Trading name (if different)** |  |
| **Country of registration:** |  |
| **Registered company No.:** |  |
| **VAT No (or local equivalent):** |  |
| **Address:** |  |
| **Commercial representative ／ email**  **address:** |  |
| **Technical representative ／ email**  **address:** |  |
| **AUCO representative ／ email address** | | Mr. Hoang Bao Quoc ／ [please insert email] |

# This Agreement between you and AUCO Company Limited, a corporation incorporated under the laws of Vietnam and having its registered office at 9 Nguyen Trai, Ben Thanh Ward, 1 District, Ho Chi Minh City, Vietnam (“**AUCO**”) pursuant to the “Publisher Service Terms & Conditions” or the AUCO Terms [https://] and other conditions and guidelines as updated by AUCO from time to time (if any) (the “**Agreement**”).

**Term**: This Agreement shall be for an initial period of 12 months from the date of this Agreement above (the “**Initial Term**”) after which it shall automatically renew for successive 12 month periods on the anniversary of this Agreement (each a “**Renewal Term**”), provided that either party may terminate this Agreement at any time without cause by giving at least 30 days’ notice in writing of this to the other party.

**Background**: AUCO is a licensee of TenMax Adtech Lab Co., Ltd. (the “Licensor” or “TenMax”). By entering into this Agreement, Publisher Partner agrees that AUCO and TenMax to serve, as applicable, (i) advertisements and other content (“Ads”) and (ii) related links to your websites, mobile applications, media players, mobile content, and/or other properties mapproved by TenMax (each individually a “Property”). In addition, you grant AUCO and TenMax the right to access and cache the Properties, or any portion thereof, including by automated means. AUCO shall pay the Publisher Partner for placing Ads on Property that AUCO buys from the Publisher Partner in accordance with this Agreement.

This Agreement supersedes and replaces any other agreement that you may have relating to placing Ads on Property between you and AUCO.

**Payments**

1. AUCO shall provide Publisher Ads revenue report by the 5th of each month for the revenues of the previous month. All figures reported on the TexMax Publisher Service are in United States Dollar and are quoted at a pre-value-added tax base.
2. Subject to this Agreement, in each case as determined by AUCO, you will receive a payment within [60] days from the receipt of your invoice issued to AUCO, calculated by one the following,

* The number of valid clicks or valid impressions multiply by a fixed price at per click or impression (the “**Fixed CPC/CPM Pricing**”) on Ads displayed on your Properties per insertion order (the “**IO**”) signed by both parties;
* % of SSP monthly revenue received for the Ads displayed on your Properties (the “**Revenue Split Pricing**”);
* The number of valid impressions multiply by the higher of the price per impression or a minimum CPM floor price at at (the “**Guaranteed CPM Pricing**”) on Ads displayed on your Properties.

1. If you elect for Fixed CPC/CPM Pricing, you will issue a red invoice to AUCO for the deposit which equals to [50%] of the planned Ads costs as prescribed in the IO. Upon the end of Ads delivery, you shall issue a red invoice to AUCO for the remaining payment calculated by the fixed price multiplied by the lower of the click or impression prescribed in the IO or the actual click or impression indicated on the TenMax Publisher Service.
2. If you elect for Revenue Split Pricing, you will issue a red invoice to AUCO for the amount of Estimated Revenue as displayed on the TenMax Publisher Service. The Estimated Revenue is displayed as net of revenue split to TenMax Publisher Service and the Ad Exchange and is determined from time to time for participants in the Service.
3. If you elect for Guaranteed CPM Pricing, you will issue an invoice to AUCO, who will make a payment of the higher of the valid impressions multiplied by the minimum CPM floor price or the actual CPM price, which is determined solely by the TenMax Publisher Service from time to time for participants in the Service.
4. TenMax Publisher Service’s impression counts and record of the price per impression will be decisive. TenMax will use commercially reasonable efforts to fill each impression according to market conditions at the time but cannot ensure that every impression will be filled at any certain price.
5. Except in the event of termination, we will pay you by the end of the calendar month following any calendar month in which the earned balance in your Account equals or exceeds the applicable [payment threshold](http://support.google.com/adsense/bin/answer.py?hl=en&answer=1709871&topic=1727186&ctx=topic) (US$100).
6. Unless expressly authorized in writing by AUCO, you may not enter into any type of arrangement with a third party where that third party receives payments made to you under the Agreement or other financial benefit in relation to the Services.
7. Payments will be calculated solely based on our accounting and TenMax Publisher Service reports. If you elect to compare click or impression reports from an independent third party to the figures reported on the TenMax Publisher Service for any particular period and found material differences (greater than 2% for number of clicks or impressions, or greater than US$30 for payment), you shall provide such third-party report to AUCO for audit. Upon conclusion of the audit, if the discrepancy is attributed to AUCO, AUCO shall provide corrected data within 30 days or you may terminate the Agreement immediately without prior written notice. Existing obligations incurred prior to such termination shall remain binding upon the parties in accordance to the terms and conditions of the Agreement. Payments to you may be withheld to reflect or adjusted to exclude any amounts refunded or credited to advertisers and any amounts arising from invalid activity, as determined by TenMax Publisher Service in its sole discretion.  Invalid activity is determined by TenMax Publisher Service in all cases and includes, but is not limited to, (i) clicks solicited or impressions generated by payment of money, false representation, or requests for end users to click on Ads or take other actions; (ii) Ads served to end users whose browsers have JavaScript disabled; (iii) spam, invalid queries, invalid impressions or invalid clicks on Ads generated by any person, bot, automated program or similar device, including through any clicks or impressions originating from your IP addresses or computers under your control; and (iv) clicks or impressions co-mingled with a significant amount of the activity described in (i), (ii), and (iii) above.
8. In addition to our other rights and remedies, we may (i) withhold and offset any payments owed to you under the Agreement against any fees you owe us under the Agreement, or (ii) require you to refund us within 30 days of any invoice, any amounts we may have overpaid to you in prior periods.  If you dispute any payment made or withheld relating to the Services, you must notify AUCO in writing within 30 days of any such payment.  If you do not, any claim relating to the disputed payment is waived.
9. To ensure proper payment, you are responsible for providing and maintaining accurate contact and payment information with AUCO. You are responsible for any charges assessed by your bank.

Name of Bank：

Swift code：

Account Name：

Account No.： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Use of name**: You agree that AUCO can use your company and/or trading name and related branding to advise other users and potential users of the TenMax Publisher Service for marketing and promotional purposes relating to the AUCO and/or TenMax Publisher Service with your prior written agreement.

**Change of terms**: If AUCO advises you of a change to the Publisher Service Terms & Conditions, you will be deemed to agree to the change if you continue to use the TenMax Publisher Service.

**By signing below Publisher Partner and AUCO agree to be bound by the terms of this Agreement including the standard terms below.**

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| **Signed for and on behalf of Publisher Partner by:** | **Signed for and on behalf of AUCO by*:*** |
| By: | By: |
| Signature | Signature |
| Name: | Name: |
| Print | Print |
| Title: | Title: |