



Statement of Work

Jellyfish ASO Limited shall provide its App Store Optimization Services (the “**Services**”) for applications designated by Client subject to the terms and conditions of this Agreement and the Services specified below in this Statement of Work. The Services that Jellyfish ASO Limited shall provide shall include the following:

SERVICES

App Store Optimisation (ASO) 3-month cycles include:

- Platforms: iOS and Android
- Keyword research and analysis (x2 – phase 1 and 3)
- Competitor research and analysis (x2 – phase 1 and 3)
- Creation of proposed declared keyword list (x2 – phase 1 and 3)
- Creation of proposed optimized description (x2 – phase 1 and 3)
- Creation of proposed optimized title (x2 – phase 1 and 3)
- Creation of proposed optimized subtitle (x2 – phase 1 and 3)
- Creation of proposed optimized short description (x2 – phase 1 and 3)
- Creation of proposed optimized IAP’s
- Creative A/B testing of Touchnote approved and implemented copy
- Creative testing (x1 phase 2):
 - Research and concepts proposal (icon and screenshots)
 - Community AB testing/focus groups (concepts will be tested by 100/200 individuals)
 - Creative report and recommendation
- Trend and Seasonal Strategy (x1)
- Review Strategy (technology dependent) (x1)
- Sentiment Reporting
- Tracking and reporting of defined KPIs
 - Introduction of new relevant keywords in the Top 3, Top 5, Top 10 & overall
 - Increase in high volume rankings
 - Increase in store listing visitors from search (GP)
 - Increase in impressions from search (iOS)
 - Increase in page views from search (iOS)
 - Improved overall conversion rate
 - Increase in organic installs
 - ASO Reporting will be provided on a monthly basis
 - Competitor Insights report to be delivered quarterly
 - Visibility (Optimisation) reports to be delivered 2.5 weeks after metadata deployment
 - Conversion (Creative Learnings) report to be delivered 1 month after creative



deployment

- Top Keyword Trends to be delivered on a monthly basis
- Performance Review to be delivered quarterly

- Catch up meetings to be scheduled every 2 weeks

Production of static creative assets:

2 x platforms covered (iOS & Android)

2 x concepts (per creative asset) produced and tested*

2 x rounds of amends

1 x production of final assets (2 x icon, 10 x screenshots, 1 x feature graphic (Android only),

1 x today card (if requested by Apple)

*The number of tested concepts will be based on the sample size needed within the given timeframe. Final assets delivered in PNG format.

PRICING

For the twelve (12) months we will be optimizing two (2) markets and two (2) platforms. The markets will be the United States (US) and United Kingdom (UK).

Markets	Month 1	Month 2	Month 3	Month 4	Month 5
US	£5,500	£5,500	£5,500	£5,500	£5,500
UK	£5,500	£5,500	£5,500	£5,500	£5,500

Markets	Month 6	Month 7	Month 8	Month 9	Month 10
US	£5,500	£4,500	£4,500	£4,500	£4,500
UK	£5,500	£4,500	£4,500	£4,500	£4,500

Markets	Month 11	Month 12
US	£4,500	£4,500
UK	£4,500	£4,500

Total cost for the 12-month period is: £120,000

The fee includes all deliverables outlined under 'SERVICES'.

ENGAGEMENT/CONTRACT PERIOD

As set forth in Section 2 of the Terms and Conditions.

PAYMENT TERMS



30 days – invoiced at the end of the calendar month

IN WITNESS WHEREOF, the Parties have executed this SOW as of the SOW Effective Date.

TOUCHNOTE LIMITED		JELLYFISH ASO LIMITED	
By		By	
Name		Name	James Bott
Title		Title	CEO
Date		Date	

Terms and Conditions

THIS ASO SERVICES AGREEMENT (the “**Agreement**”), made as of 16th of January 2020 (the “**Effective Date**”), is by and between **Jellyfish ASO Limited** having its primary place of business at 31 London Road, Reigate, Surrey, England, RH2 9SS (“**Jellyfish ASO**”), and **Touchnote Limited**, having its primary place of business at 17 & 18 Clerc Street, London, England, EC2A 4LJ (the “**Client**”) (each a “**Party**” and collectively the “**Parties**”). The Statement of Work is hereby appended to this Agreement.

In consideration of the mutual covenants contained in this Agreement, the Parties, intending to be legally bound, mutually agree as follows:

1. **Services and Payment**

- 1.1. Jellyfish ASO Limited agrees to provide the services (“**Services**”) more fully set forth in this Agreement and in the Statement of Work. Jellyfish ASO Limited agrees to perform the Services in a competent and professional manner, in accordance with Client’s reasonable requests and requirements, and in accordance with all of the terms and conditions of this Agreement.
- 1.2. The type of payment or Jellyfish ASO Limited’s rate of payment for performance of such Services, the types of expenses to be paid in connection with such Services, the maximum amounts that Client shall be obligated to pay under this Agreement and such other terms and conditions as shall be deemed appropriate or necessary for the performance of the Services are also noted on the above Statement of Work.



- 1.3. Payment for Services shall be initiated by bank transfer to a bank account designated by Jellyfish ASO Limited.
- 1.4. Jellyfish ASO shall provide Client regular invoicing for the fees contemplated in this agreement. Client agrees to promptly submit all invoices to the appropriate department to facilitate payment in accordance with the payment terms outlined in the Statement of Work.
- 1.5. The client understands that if assets are produced but not implemented for a period of over 4 weeks, additional charges for updating the assets will apply. Clear deadlines will be communicated by the team, unless the extension is mutually agreed in writing.
- 1.6. In the event of late payment an arbitrary late payment charge of £250 will be added every 30 days until the invoice is paid in full.

2. Term and Termination

- 2.1 This Agreement shall become effective as of the effective Date with a minimum commitment of six (6) months from the Effective Date (the "**Initial Term**"). The contract will immediately stop after a maximum of 12 months, after which date a continuation will need to be agreed. After 6 months, the contract will move to a month to month rollover. Each party is responsible for maintaining assigned timelines.
- 2.2 **Termination Upon Event of Default:** Either party may terminate this Agreement upon the occurrence of an "event of default" by the other party, provided that the non-defaulting party advises the defaulting party in writing of the event of default and the defaulting party does not remedy the event of default within fourteen (14) days thereafter, in which event such termination shall be effective within thirty days after receiving written notice thereof. An "event of default" shall mean the following:
 - 2.2.1 A party's insolvency or the initiation of bankruptcy or receivership proceedings by or against a party;
 - 2.2.2 The breach of any material term or condition hereof; or
 - 2.2.3 The execution by a party of an assignment for the benefit of creditors or any other transfer or assignment of a similar nature (it being understood that the execution of any third party financing agreement(s) shall not constitute an event of default).
- 2.3 **Termination For Convenience:** Both parties may terminate the Agreement for convenience with 30 days' notice to the other after 6 months from the Effective Date. **Decision will be made post performance review by July 10th, 2020 whether to continue the commitment**



after the initial 6 months. Upon termination, Client shall promptly pay all amounts due and remaining payable hereunder.

2.4. Survival of Obligations. Expiration or termination of this Agreement for any reason shall not release either party from any liability that at the time of such expiration or termination that has already accrued to the other party, or that thereafter may accrue in respect of any act or omission prior to such expiration or termination, or from any obligation that is expressly stated herein to survive such expiration or termination. Notwithstanding termination of the Agreement for any reason, Client will remain liable to pay to Jellyfish ASO any sum due and owing in accordance with the Agreement, including any amounts due for the remainder of the then current Term.

3. Representations and Warranties

3.1. Each Party hereby represents and warrants to the other Party that: (i) it has the requisite power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it has obtained all material consents or approvals necessary from governmental authorities or other third parties that are required for it to enter into this Agreement; (iii) that it is in compliance with all applicable laws. Moreover, Jellyfish ASO represents and warrants to Client that it owns or has full and complete rights to provide its Services to Client hereunder and that such Services do not infringe or violate any copyright, service mark, trade secret, trademark or other proprietary right of any party.

4. Liability and Indemnification

4.1. EXCEPT FOR CLAIMS FOR BREACH OF SECTION 5.4 AND INDEMNIFICATION CLAIMS UNDER SECTION 4, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR SPECIAL DAMAGES) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY IN ALL CIRCUMSTANCES. EXCEPT FOR CLAIMS FOR BREACH OF SECTION 5.4 AND INDEMNIFICATION CLAIMS UNDER SECTION 4, IN NO EVENT SHALL JELLYFISH ASO'S TOTAL LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THREE TIMES THE AMOUNT COLLECTED BY JELLYFISH ASO PURSUANT TO THE TERMS HEREOF.

4.2. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, JELLYFISH ASO DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, AND INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT,



MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE/SATISFACTORY QUALITY, AND WARRANTIES IMPLIED FROM ANY COURSE OF DEALING/USAGE OF TRADE.

4.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CLIENT DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE/SATISFACTORY QUALITY, AND WARRANTIES IMPLIED FROM ANY COURSE OF DEALING/USAGE OF TRADE.

4.4. (a) Jellyfish ASO shall indemnify, hold harmless and defend Client and its officers, directors, agents and employees, from and against any and all third party claims, damages, or suits in law or equity ("**Claim**") based on or arising out of (1) the breach by Jellyfish ASO of any representation, warranty, or covenant of Jellyfish ASO under this Agreement or any act or omission by Jellyfish ASO that is inconsistent with the terms hereof, and (2) any third party claim that either the Services or Jellyfish ASO trademarks (i) infringes any intellectual property, publicity or privacy rights of any third party, (ii) is defamatory, (iii) is not in compliance with all applicable laws, (iv) violates any laws regarding unfair competition, antidiscrimination or false advertising or (v) contains any virus, worm, "Trojan horse", time bomb or similar contaminating/destructive feature.

(b) The Parties agree to cooperate in the defense and/or settlement of any such Claim. However, the indemnifying party shall not have the unilateral right to settle any Claim without the consent of the other Party, which consent shall not be unreasonably delayed or withheld.

4.5. Jellyfish ASO has no control over the policies and ranking algorithms of app stores with respect to the use of keywords. Client's keywords may be excluded from any app store at any time at the sole discretion of the app store.

4.6. Due to the competitiveness of some keywords/phrases, ongoing changes in app store ranking algorithms, and other competitive factors, **Jellyfish ASO** does not guarantee No.1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.

4.7. App updates may get temporary boost in ranking for some targeted keywords for a few days but then it settles down to its real place. This is known as 'new keyword boost effect' and it is quite common to happen. Consequently, client understands that keywords may not achieve top rankings within a month and may go down to its actual position.

4.8. Occasionally, the app stores will drop keywords for no apparent reason. Often, the keyword will reappear without any additional ASO efforts.



4.9. A keyword ranking can fluctuate at any time on any given day due to on-going changes in the ranking algorithm, ASO efforts made by the competitors, or both.

4.10. Jellyfish ASO makes no guarantee/warranty of project timeline or added expenses (like charging additional fees) if the ASO work is destroyed either wholly or in parts, either knowingly or unknowingly by any party other than Jellyfish ASO or without the prior consultation of Jellyfish ASO. ASO work is considered to be destroyed either wholly or in parts if following changes (but are not limited to) are made to an app by any party other than Jellyfish ASO or without first consulting Jellyfish ASO:

4.10.1. Changes in the title, keywords, IAPs, bundle title, preview/ promo video

4.10.2. Making changes to the description

4.10.3. Taking down the app or part of the app sales page.

4.10.4. Making any changes on an optimized app store sales page.

4.10.5. Making changes to the creative assets

4.10.6. Jellyfish ASO will keep track of all the work and all the previous versions of title, description, sales page and creative assets in the event the ASO work is destroyed either wholly or in parts

4.11. Jellyfish ASO makes no guarantee/warranty of project timeline or added expenses (like charging additional fees) if:

4.11.1. The Client fails to resolve Jellyfish ASO queries within an agreed upon or commercially reasonable timeline

4.11.2. The Client causes delays in providing required access, documents, brand guidelines, permissions or any support for App Store Optimisation purpose.

4.11.3. The Client fails to make changes on the app sales page as and when advised by Jellyfish ASO for carrying out the App Store Optimisation services.

4.12. Jellyfish ASO is not responsible for the Client overwriting ASO work. The Client will be charged an additional fee to be determined prior to the re-constructing, re-optimizing sales pages.

5. Miscellaneous

5.1. **Cooperation** – Each Party shall provide commercially reasonable cooperation to the other in achieving and fulfilling the terms of this Agreement and, to that end, each Party shall provide prompt consent, denial, and or information and execute relevant documents as may be commercially reasonably required and applicable to so fulfill and achieve these purposes, including such as may be required by governmental laws or regulations.



- 5.2. **Assets** – The Client shall provide necessary content and assets required to commence the project (in-app screenshots, brand guidelines, brand imagery, fonts).
- 5.3. **Feedback** – Jellyfish ASO have allowed for 2 x rounds of creative amends. Additional amends of up to 2 hours are free of charge. If additional amends exceed 2 hours, the Client will be subject to an additional charge. Jellyfish ASO will address all client feedback during these 2 rounds of creative amends. This is also subject to the Client providing clear actionable and aligned feedback.
- 5.4. **Confidentiality** – During the Term of this Agreement and for a period of one (1) year thereafter, neither Party shall disclose any Proprietary Information received from the other Party, unless such Party has received prior written consent to make such disclosure. “Proprietary Information” shall include any information marked “CONFIDENTIAL,” or which either Party or its agents or assigns should reasonably have known to be confidential given the context of the disclosure. In the event that the Parties have executed a Mutual Non-Disclosure Agreement (“**MNDA**”) the terms of such MNDA shall remain in full force and effect throughout the term of this Agreement.
- 5.5. **Press Release and PR** – Neither Party shall disclose the terms and conditions of this Agreement to any third party without the other Party’s prior written consent.
- 5.6. **Notice** - All notices or requests required or permitted to be given under or in connection with the Agreement or the subject matter hereof shall be in writing and may be sent via either electronic or certified mail, return receipt requested or courier, at the respective addresses shown in the above Statement of Work or such other address as either party shall designate. Notices shall be deemed given when received.
- 5.7. **Injunctive Relief** - Any breach or threatened breach of Sections 4 and 5.4 shall be deemed to result in irreparable harm, which shall entitle the non-breaching Party to apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentitling such Party to any other relief in either law or equity.
- 5.8. **Delays/Force Majeure** – Except with regard to Payment obligations, any delays in or failure by either Party in their performance under this Agreement shall be excused if and to the extent that such delays or failures are caused by occurrences beyond such Party's reasonable control. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances. Notwithstanding the foregoing, if any excusable delay or failure to perform by a party exceeds forty-five (45) days, the



other party shall have the right to terminate the affected Statement of Work or this Agreement, if applicable, without liability, except that Client will continue to be liable for payment of any fees due up to the date of such termination.

- 5.9. **Relationship of Parties/ Independent Contractors** – Client and Jellyfish ASO acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, employment relationship, franchise, or partnership between the m, and the Parties are acting as independent contractors in making and performing this Agreement. Neither Party shall have the right, power, or authority at any time to act on behalf of or legally bind the other, except as expressly set forth in the Agreement.
- 5.10. **Entire Agreement** – This Agreement, including the attached Statement of Work represents the entire Agreement of the Parties and shall remain binding on and inure to the benefit of the Parties, their affiliates, successors or assigns.
- 5.11. **Assignment** - Neither party shall assign this Agreement, assign or delegate any right or duty hereunder, without the prior written consent of the other (not to be unreasonably withheld), and absent such consent, any purported assignment or delegation will be null, void, and of no effect. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Statements of Work), without the consent of the other party, to its affiliate, or in connection with a merger, sale of all or substantially all of its assets or other reorganization or consolidation transaction, provided that the third party to whom the rights will be assigned first agrees in writing to assume the assigning party's obligations under this Agreement.
- 5.12. **Severability** - The waiver or unenforceability of any term of this Agreement shall not render unenforceable any other term or prohibit the future enforcement of such term.
- 5.13. **Modification** – No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the Parties hereto unless made in writing and duly signed by both Parties.
- 5.14. **Governing Law** – This agreement and the rights and obligations of the parties hereunder will be construed in accordance with, and will be governed by the laws of England and Wales without giving effect to its rules regarding conflicts of laws. Jellyfish ASO agrees that any and all causes of action arising from or in relation to this Agreement or any related Statement of Work will be brought exclusively in the courts of England and Wales.



5.15. **Counterparts** – This Agreement may be signed by facsimile in counterparts.

6. **Media Buying**

- 6.1. In these **Conditions**, the following words shall have the following meanings: “IAB Terms” means the current Internet Advertising Bureau (“IAB”) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less as published by the IAB from time to time. “Media Space” means advertising space on any media whether in print, mobile or on the internet or otherwise. “Media Plan” means the media plan prepared by the Company and emailed, faxed or sent by the Company to the Client. “Order” means the Media Plan approval signed by the Client in relation to the Services. The definitions set out in the IAB Terms shall apply, unless terms are otherwise defined in these Conditions.
- 6.2. The **Order** together with the IAB Terms (which are incorporated herein by reference) and these Conditions constitute the Contract. The Order shall be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence.
- 6.3. The **Services** shall be provided in accordance with the Order and otherwise in accordance with the Company’s media plan or proposal.
- 6.4. **Invoices** for the Charges will be issued on a monthly basis no longer than 14 days after the month end. The Company will provide the following services for the duration of any campaign, using third parties where appropriate.
- 6.5. **Assisting** in mobile media planning and buying for promoting the Clients mobile advertising campaigns and partner marketing campaigns, including but not limited to, mobile media strategy development and working with mobile media publishers to effectively plan and buy mobile media campaigns according to the Clients advertising objectives. The Company will provide the results of the planning services.
 - 6.5.1. Developing mobile media plan recommendations for the Clients mobile sites (if applicable) during the Term, including negotiating and purchasing Ads on behalf of the Client during the Term.
 - 6.5.3. Trafficking all of the Clients Ad buys placed by the Company during the Term.
 - 6.5.4. Verifying and paying mobile media invoices received from advertising networks or other companies from which the Company buys mobile media on which the Clients Ads will run (such networks or other companies, collectively “Mobile Media Companies”), including resolution of discrepancies and/or disputes.
 - 6.5.5. Implementing measurement tools and conducting analysis of metrics for mobile media related to the campaign and delivering the results of the analysis.

IN WITNESS WHEREOF, and intending to be legally bound, the duly authorized Parties have



executed this Agreement in duplicate copies, effective as of the Effective Date.

**Signed on Behalf of
TOUCHNOTE LIMITED by:**

Director: _____

Date: _____

**Signed on Behalf of
JELLYFISH ASO LIMITED by:**

Director: _____

Date: _____