

## ✦ SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is dated this 12 of February 2026

### BETWEEN:

#### LEO DIGITAL SARL

a company duly registered under number:  
with its registered address: Beirut, Lebanon,  
hereinafter referred to as the "Client"

### - AND -

#### GEORISE MEDIA AGENCY LTD

a company duly registered under number HE412564  
with its registered address: 1st Floor, Elena Court,  
Thermopylon 6023, Office 13,  
hereinafter referred to as the "Contractor".

### BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

### IN CONSIDERATION OF

the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

- Social Media Management (Facebook / Instagram / TikTok )
- Ads Management (Meta Ads )
- Website maintenance ( preparation audit for ads )

A. Social Media Management

Platforms: Facebook / Instagram /  
For: LEO DIGITAL.

Social Media Management & Community Presence  
This service ensures consistent, professional, and strategic management of Leo Digital's social media presence across key platforms. It focuses on brand awareness, audience engagement, education, and trust-building, aligned with Leo Digital's overall growth objectives.

Note: The Client has opted to launch TikTok directly by mirroring and repurposing the same content assets produced for Instagram and Facebook.  
No separate TikTok-specific shooting session is required at this stage.  
Platform performance will be monitored, and the approach may be adjusted by mutual agreement if needed.

- What's Included**
- Monthly content planning Back to back and content calendar creation ( Marketing angles Finetuning)
  - Posting and scheduling across Facebook, Instagram)
  - Caption writing and hashtag strategy
  - Ongoing content optimization based on performance insights

| Deliverables                                                                                              | FORMAT                                                                |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Monthly content planning Back to back and content calendar creation<br>Approved in advance.               | PDF ( or anyother suitable format to be agreed between both parties ) |
| 8 Videos / MINI ( 12 TO 15 SEC ) /<br>Based on materials provided or stock according to the content plan. | MP4                                                                   |
| 9 Static , Published posts across all agreed platforms.                                                   | PNG or Jpeg                                                           |

B. Ads Management

For: LEO DIGITAL.

Meta Ads  
Paid Advertising Management and Performance Optimization  
This service covers the strategic setup, execution, and ongoing optimization of paid advertising campaigns across Meta platform.  
The objective is to drive platform awareness, Inquiries Lead Cpatures andmore, through a structured full-funnel approach.

- What's Included**
- Campaign planning and funnel structuring (TOF / MOF / BOF)
  - Ad account setup and configuration
  - Audience research and targeting strategy
  - Ad creative setup using provided content assets ( Or Dark Posts (**meaning posts that we dont post on the feed these are creatives only for the campain or the ad**))
  - Ongoing optimization based on KPIs and performance
  - Monthly reporting and performance insights

| Deliverables                                                      | FORMAT                                                                |
|-------------------------------------------------------------------|-----------------------------------------------------------------------|
| Live and optimized ad campaigns across<br>agreed platforms        | Active ad account (Meta Ads Manager )                                 |
| Monthly Performance reports including KPIs<br>and recommendations | MP4                                                                   |
| Budget allocation and channel optimization suggestions.           | PDF ( or any other suitable format to be agreed between both parties) |

C. Website Maintenance

For: LEO DIGITAL.

Here's a clear, concise summary:

Website Maintenance Service focuses on fixing bugs, debugging, and optimizing front-end performance to ensure a smooth, fast, and flawless user experience. The service includes performance optimization for better speed, navigation, and responsiveness across all devices. It may also involve adding or improving a landing page to support lead generation and visitor communication. Additionally, data integration and pixel installation are implemented to enable accurate tracking, deeper insights, and future personalization.

Timeline: -1month fine-tuning phase (campaign preparation).

- What's Included**
- Bug fixing and debugging
  - Front-end updates and improvements
  - Performance optimization
  - Faster loading speeds
  - Smooth navigation
  - User experience fine-tuning
  - Enhancing overall browsing experience
  - Landing page addition or improvements (if needed for lead generation campaign)
  - Lead collection optimization
  - Pixel installation
  - Tracking setup for accurate insights
  - Preparation for campaign performance and traffic optimization (Duration 1 month)

Notes :  
if the website requires additional work beyond what was agreed upon in the scope of work specifically the preparation of the campaign and the alignment of the user experience to optimize traffic and visitor numbers, this work will not be included. Any extra tasks will require additional fees, which will be mutually agreed upon in advance.

Deliverables

fully optimized and fine-tuned website, with resolved bugs and technical issues, enhanced front-end performance, improved loading speeds, smoother navigation, and a responsive design across all devices. The service also delivers user experience improvements, potential landing page creation or refinement for lead generation, as well as completed data integration and pixel installation to ensure accurate tracking and analytics.  
Overall, the outcome is a stable, high-performing website prepared to support campaign activities, increased traffic, and improved visitor engagement.

Term of Agreement

2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement.

The Term of this Agreement may be extended - by mutual written agreement of the Parties.

3. In the event that either Party wishes to terminate this Agreement prior to completion of the Services, that Party will be required to provide at least 10 days' notice to the other Party. Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars (USD).

Compensation and Payment Terms

6. In consideration for the services provided under this Agreement, the Client agrees to pay the Contractor the fees set out below. All amounts are in US Dollars unless stated otherwise.

| SOCIAL MEDIA MANAGEMENT                                                             |           |                                                                                                       |
|-------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------|
| DESCRIPTION                                                                         | FEES      | Payment Terms                                                                                         |
| Social media management<br>4 Month Package ( Facebook, Instagram, Cross Posting )   | 1,700USD/ | Payable on 2 settlements %50 at the start time and %50 after 1 month duration from the first payment. |
| Meta Ads Management                                                                 | ---       | / Included in the Social Media Package                                                                |
| Website Maintenance (As outlined in the Website Maintenance Services section above) | 350 USD/  | Payable on 2 settlements %50 at the start time and %50 after 1 month duration from the first payment. |

Notes:

- Ads spend budget to be agreed separately and prepaid by the Client before the begining of the month.
- Fee excludes ad spend, which shall be agreed and prepaid separately.

Advertising Campaign Launch and Ad Spend

All advertising campaigns including Meta, Ads shall commence only after:

- Full payment of the applicable service fees.
- Preloading of the agreed advertising spend on the designated payment card, including the Company’s payment card.

Upon confirmation of payment, the Contractor shall present the mutually approved promotional plan. Budget allocation and channel prioritization for subsequent months shall be reviewed and agreed jointly.

Reimbursement of Expenses

7. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services under this Agreement.

Additional Resources

8. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:

Information about the company and its products, services, competitors, target customers, and business industry, where available.

Confidentiality

9. Confidential information (the “Confidential Information”) refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered private or proprietary to the Client, is not generally known, and where the release of such Confidential Information could reasonably be expected to cause harm to the Client.

10. The Contractor agrees that it will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue for one (1) year from the date of such expiration or termination.

11. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement constitute Confidential Information, regardless of whether they were provided before or after the date of this Agreement or how they were provided to the Contractor.



**Non-Competition**

12. Other than with the express written consent of the Client, which will not be unreasonably withheld, the Contractor will not be directly involved with a business that is in direct competition with the particular business line of the Client, nor divert or attempt to divert from the Client any business the Client has enjoyed, solicited, or attempted to solicit from other individuals or corporations prior to the expiration or termination of this Agreement. This obligation will survive the expiration or termination of this Agreement.

**Non-Solicitation**

13. The Contractor understands and agrees that any attempt on the part of the Contractor to induce other employees or contractors to leave the Client's employ, or any effort by the Contractor to interfere with the Client's relationship with its employees or other service providers, would be harmful and damaging to the Client.

**Ownership of Materials and Intellectual Property**

14. All intellectual property and related materials (the "Intellectual Property"), including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

15. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement, except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

**Return of Property**

16. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information that is the property of the Client, including all source files and editable working files related to the Services or the Intellectual Property.

**Capacity / Independent Contractor**

17. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for services.

**Notice**

18. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

«LEO DIGITAL» or to such other address as any Party may from time to time notify the other.

**Additional Clause**

19. In the event that this Agreement ends before completion, upon receipt of notice by either Party in accordance with the terms of this Agreement, the consulting service provider (the Contractor) will be paid an amount proportionate to the number of days worked up to that date.

**Legal Expenses**

20. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with such action.

**Modification of Agreement**

21. Any amendment or modification of this Agreement, or any additional obligation assumed by either Party in connection with this Agreement, will be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

**Time of the Essence**

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Assignment**

23. The Contractor will not, voluntarily or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**Entire Agreement**

24. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement, except as expressly provided in this Agreement.

**Enurement**

25. This Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

**Titles**

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Severability**

27. In the event that any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, all other provisions will nevertheless continue to be valid and enforceable, with the invalid or unenforceable portions severed from the remainder of this Agreement.

**Waiver**

28. The waiver by either Party of a breach, default, delay, or omission of any provision of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or any other provision.

**Governing Law**

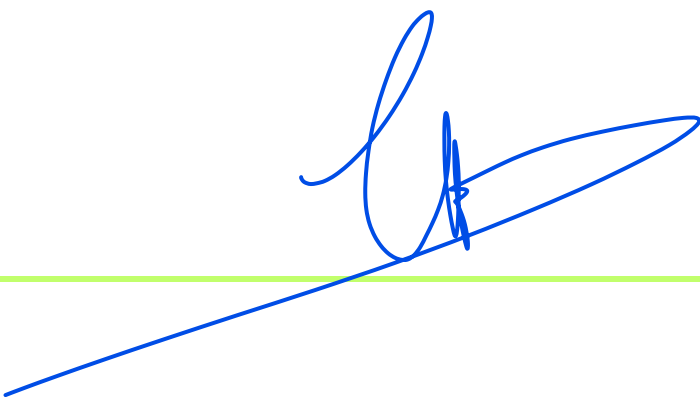
29. It is the intention of the Parties to this Agreement that this Agreement, the performance under this Agreement, and all suits and special proceedings arising under this Agreement be construed in accordance with and governed by the laws of Cyprus, to the exclusion of the laws of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**IN WITNESS WHEREOF**  
the Parties have duly affixed their signatures under hand and seal on the

**Carl Terzian** for and on behalf of  
**LEO Digital**

**NAME:** CARL TERZIAN  
**Position:** SOCIAL MEDIA  
**Date of Signature:** -----18/FEB/2026

**Signature:**



**Geo Beaino** for and on behalf of  
**GEORISE MEDIA AGENCY LTD**

**NAME:** Geo Beaino  
**Position:** CEO  
**Date of Signature:** 18, Feb 26

**Signature:**

