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Advertising Cooperation Agreement

Party A: Uhouzz International Co., LTD.

(hereinafter referred to as "Party A")

Representative: Joanna Jin

Address: **:** Room 605, 6/F, Fa Yuen Commercial Building, 75-77 Fa Yuen Street, Mongkok, Kowloon, HongKong

Party B: Londonist DMC Limited

(hereinafter referred to as Party B)

Representative: **Umang Gandecha**

Address: 5 Great James Street, London WC1N 3DB (Londonist)

Party A and Party B shall, through friendly negotiation, cooperate with each other to launch promotion of products and services offered by Party B through the Platforms of Party A (including:1. www.uhomes.com; 2. app of Uhomes; 3. Mini program on Wechat of Uhomes; 4. Web App of Uhomes). In the principle of good faith, in accordance with the Contract Law of the People's Republic of China and relevant laws, Party A and Party B have reached an agreement through consultation and entered into this Agreement for mutual compliance based on equality, mutual benefit and business development.

Article 1: Contents and the Term of Cooperation

1. **Contents**

Party B entrusts Party A to provide advertising and promotion services for Party B's products and services through Party A's platforms in this area.

Party A shall complete the advertising by 31st August 2025 .

The advertising's online duration is 1st May 2025 to 31st August 2025 .

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Party B shall provide information and materials that meet the requirements of Party A's advertising before the advertising is published, and Party A shall not be liable if the information and materials provided by Party B do not meet party A's publishing requirements, or if the delay in providing the advertisement causes the advertisement to be delayed.

2. The Term of Cooperation

The term of this agreement shall be between dates of 01/05/2025 to 31/08/2025.

Within 7 days prior to the expiration of the term of cooperation hereof, both parties may negotiate on the specific terms of renewal of the cooperation Agreement upon mutual agreement. Upon expiration of the cooperation term, if both parties fail to renew the agreement in time, this Agreement shall be deemed to terminate automatically.

Article 2: Advertising Fees and Items

1. Advertising Fees

The total advertising fees are GBP **11,316** under applicable items.

Party B will pay Party A a one-time payment of all of the above advertising service fees before 01/05/2025, and will pay late fees to Party A for each one day overdue, according to the standard of 0.5% /day of the total amount of the advertising service fees mentioned above.

2. Price List of Advertising Items

City	Option	Price	Terms
London--University College London	University Ranking No. 1+Ads packages	£50/Day/University*1 23 Days=£6150	01/05/2025-31/08/2025
London--King's College London	University Ranking No. 1+Ads packages	£50/Day/University*1 23 Days=£6150	01/05/2025-31/08/2025
		Subtotal(£):	**12,300**
		Discount:	**8%**
Total: £11,316			

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3. Account Information

Party A's account information is as follows:

ACCOUNT NAME: UHOUZZ INTERNATIONAL CO., LIMITED
ACCOUNT NUMBER: 2888-012-123163-1
COMPANY ADDRESS: ROOM 605,6/F,FA YUEN COMMERCIAL BUILDING,75-77 FA YUEN STREET,MONGKOK,KOWLOON,HONGKONG
BANK NAME: SHANGHAI PUDONG DEVELOPMENT BANK CO LTD
BANK ADDRESS: 30/F., SPD BANK TOWER, ONE HENNESSY, 1 HENNESSY ROAD, HONG KONG
SWIFT CODE: SPDBHKHH

Article 3: The Rights and Obligations of Party A.

1. Party A warrants that it shall provide Party B with advertising release and promotion services as agreed herein, and party A shall provide technical support related to the Platform, and shall be responsible for the operation and maintenance of the platform system.

2. In order to improve the Platform, Party A will constantly adjust and improve the interface and functions of the Platform. The adjustment of the specific service name, function and domain name of the Platform will not affect the validity of this Agreement.

3. Party A has the right to review the materials and advertisements submitted by Party B, and there should not be information containing Party B's contacting methods or links leading to Party B or any third party's websites shown directly. However, party B's responsibility to guarantee the operation qualification, authenticity and legality of the advertising contents shall not be reduced due to Party A's review, and all liabilities and consequences arising therefrom shall remain to be borne by Party B alone.

4. If Party B's advertisements or the commodities and services promoted by the advertisements are investigated by the competent authorities or complained by consumers, or Party B violates laws and regulations or violates provisions hereof, Party A shall have the right to unilaterally decide to take one or more of the following measures:

1) Refuse, suspend and terminate the advertisement of suspected violation;

2) Request Party B to modify the advertisement until it meets relevant regulations;

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3) Suspend or prohibit advertisements related to goods and services suspected of violating regulations;

4) All advertisements submitted by Party B shall be taken offline or screened;

5) The fees paid by Party B shall not be refunded;

6) Rescind this Agreement and request Party B to assume the liability for breach of contract and compensate for the loss。

5. Party A takes corresponding measures (including but not limited to suspension of services, termination of advertising, deduction of fees, etc.) in accordance with this agreement, which shall not be regarded as Party A's breach of contract, and Party B shall bear the losses caused thereby.

6. After the successful publication of the materials on the Platforms, Party A will inform Party B accordingly.

7. If there is no available beds for Party A to rent in the properties provided by Party B, Party A shall have the right to stop the display and delivery of Party B's advertising, and to notify Party B that the advertisement has been stopped.

8. During the contract period, if Party B's advertising are stopped by no available beds for Party A to rent, Party A shall refund the remaining days advertising fees to Party B.

Article 4: Rights and Obligations of Party B

1. During the cooperation between the two parties, Party B shall actively cooperate with Party A, provide all kinds of materials required by Party A in a timely manner, and shall be responsible for the legality, authenticity, accuracy and completeness of the above-mentioned materials. In case of any legal dispute caused by the information provided by Party B, Party B shall be responsible for all relevant liabilities, and Party A shall not bear any direct or joint liability, and Party B shall It shall bear the liability for breach of contract under this agreement.

2. Party B guarantees that it shall not publish false advertisements (including but not limited to materials, links, etc.), that the advertisements do not infringe upon the legitimate rights and interests of others, and comply with the relevant provisions of relevant advertising laws and regulations, normative legal documents issued by local market supervision and management departments, and other laws and regulations, and shall not carry out the following behaviors, including but not limited to, and shall not provide convenience for the following behaviors:

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1) Opposing the basic principles established in the constitution;

2) Subversion of state power, damage to national security;

3) Damaging the honor and interests of the state;

4) Inciting national hatred and discrimination and undermining national unity;

5) Those who undermine the state's religious policy and propagate heresy and feudal superstition;

6) Spreading rumors, disturbing social order and destroying social stability;

7) Spreading obscenity, pornography, gambling, violence, murder, terror, harassment, vulgarity, or instigating crimes;

8) Insulting or slandering others and infringing upon their legitimate rights and interests;

9) Infringing upon the intellectual property rights, trade secrets and other legitimate rights of others;

10) Fabricating or concealing the truth in order to mislead or deceive others;

11) Carrying out illegal Internet activities such as gambling, gambling games, "private server" or "cheat program" etc;

12) Other behaviors that violate public order and good customs or are prohibited by laws and regulations.

3. Party B shall maintain the order and security of the Internet, and shall not commit any act that endangers the network security or damages the rights and interests of others, including but not limited to:

1) Advertising with potential security risks, including but not limited to fraud, viruses, Trojans, etc;

2) Make any change or attempt to change the configuration of the service system or destroy the security of the system;

3) Use technology or other means to destroy or disturb the operation of the platform for living in a foreign country, or hinder the use of broadpoint access by others, or produce and disseminate methods for the above purpose;

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4) Deliberately tampering with advertising links or malicious attacks on advertising links, resulting in inconsistency between the actual display content of the link and the content displayed at the time of submission for review;

5) Any behavior that destroys or attempts to undermine network security, including but not limited to malicious scanning of websites and servers, illegal intrusion into the system and illegal acquisition of data by means of viruses, Trojans, malicious code, phishing, etc;

6) The promoted goods and services shall not infringe upon the legitimate rights and interests of others, including but not limited to selling fake and shoddy products, promoting applications, software or other products with malicious fee deduction, concealed fee deduction procedures, stealing numbers, stealing passwords, etc.

7) Other behaviors that endanger network security or damage the rights and interests of others.

4. Party B shall pay Party A's advertising promotion expenses in full and in time according to the agreement.

5. In case of any disputes and disputes arising from Party B's reasons (including but not limited to the advertisements, goods and services put on promotion by Party B), Party B shall independently settle the disputes and bear all the liability for compensation and compensation for losses. If any losses are caused to Party A, Party B shall make compensations to Party A.

6. During the contract period, Party B shall have the right to require Party A to refund the remaining days advertising fee, if there is no available beds for Party A to rent in the properties. Or require Party A to use the remaining amount as the next advertising deposit.

7. Over the related rental rooms or apartments that Party B promoted through Party A's platforms, Party B promise that the quotations given to Party A are of a fair market value.

Article 5: Confidentiality

1. The commercial information and information about any aspect of the other party known by both parties to this Agreement (hereinafter referred to as "confidential information") shall be strictly confidential and shall not be disclosed directly or indirectly to any third party without the written approval of the other party.

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2. Confidential information refers to all non-public proprietary information or materials disclosed by either party to the other party in accordance with this agreement, including but not limited to any non-public information related to either party's product information, software program, commercial operation, technical information, business activities, capital status, customer resources and finance. Both Party A and Party B shall only disclose such commercial information or information to the personnel directly related to the performance of this agreement, and shall inform the relevant personnel of this confidentiality obligation.

3. After the termination of this agreement, the obligations of both parties under this Agreement shall not be terminated, and they shall still abide by the confidentiality provisions of this Agreement and fulfill the confidentiality obligations promised by them until the other party agrees to release such obligations, or will not cause any damage to the other party in any form due to the breach of the confidentiality provisions of this agreement.

Article 6: Liability for breach of contract

1. During the performance period of this agreement, if Party B terminates this contract without authorization, the fees already paid by Party B shall be regarded as the penalty payable to Party A, and Party A does not need to refund it. In addition, if Party B changes or cancels the advertising release plan without reason within three working days before the advertisement is published, it shall pay the other party an additional penalty of 30% of the total amount of advertising expenses.

2. If Party B fails to pay the advertising expenses as agreed, and the accumulative amount exceeds 30 days, Party A may terminate the advertising and terminate this agreement at any time, but Party B shall still pay the advertising expenses incurred and pay Party A an additional penalty of 30% of the total amount of advertising service fees under this agreement.

3. If the advertisement published by Party B violates the relevant provisions of national laws, regulations and normative documents and damages the rights of any third party, Party A has the right to unilaterally terminate this agreement. Party A does not need to refund the advertising service fees paid by Party B, and claims that Party B shall pay Party A 30% of the total amount of advertising expenses under this Agreement as liquidated damages In case of any administrative penalty, lawsuit, arbitration, claim, etc., Party B shall bear the full compensation liability, and Party B shall pay such compensation amount to Party A within 30 days from the date when Party A issues the claim notice.

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4. If Party A fails to guarantee the timely release of the advertisement due to Party A's responsibility, both parties shall negotiate whether to arrange the release time separately. Party A shall, according to the principle of "one difference, make up one" for the delay in publishing, and extend the service period. However, if the advertisement cannot be released on time due to Party B's failure to provide the advertising content in time, Party A shall not be liable.

Article 7: Force majeure

1. Due to earthquake, wind disaster, flood, war, hacker attack, government regulation, network failure, spread of infectious diseases（ Including the control measures taken by the government to deal with the spread of infectious diseases) and other unforeseen and insurmountable force majeure events whose occurrence and consequences cannot be avoided and overcome, which directly affects the performance of this agreement or cannot be performed in accordance with the agreed conditions, the party encountering the above force majeure event shall immediately inform the other party of the event and provide relevant supporting documents Pieces.

2. Both parties may decide to postpone the performance or terminate this agreement according to the occurrence of force majeure. One party shall not be liable for the losses suffered by the other party due to its failure to perform, partial non performance or delay in performing this agreement due to force majeure.

Article 8: Communication and liaison

Party A:UHOUZZ INTERNATIONAL CO., LIMITED

Contacting Person: **Joanna Jin**

Contact address:27/F, BlockA, TianJin Lujiazui, No.170 BeiMa Road, Hongqiao, 300091 Tianjin, China

Email: **longfeng.jin@uhomes.com**

Party B:

Contacting Person: **Umang Gandecha**

Phone number:

Contact address:5 Great James Street, London WC1N 3DB (Londonist)

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Email:umang@londonist.co.uk

Article 9: Applicable law and Dispute resolution

1. The conclusion, validity, interpretation, performance, amendment and termination of this Agreement and the settlement of disputes shall be governed by the laws officially published and publicly available in China.

2. In case of any dispute between the two parties on the interpretation or performance of this agreement, they shall first try to resolve it through friendly negotiation. If the dispute cannot be settled in this way within 30 days after one party sends a written notice requiring the negotiation to begin, either party may submit the dispute to Beijing Arbitration Commission for arbitration in accordance with its then effective arbitration rules, and the place of arbitration shall be in Beijing.

3. In the course of arbitration, this Agreement shall continue to be performed except for the part in dispute between both parties and being arbitrated.

4. Unless otherwise stipulated in the arbitration award, the arbitration fee shall be borne by the losing party.

5. The award made by the arbitration tribunal shall be final and binding on both parties involved in the dispute.

Article 10: Other provisions

1. This Agreement shall come into force after being signed or sealed by both parties.

2. Both parties agree that after the signing of this agreement, any matters not covered in this agreement can be further negotiated and a supplementary agreement can be reached. The supplementary agreement shall become an integral part of this agreement.

3. This agreement is made in duplicate, one for each party, each of which has the same legal effect.

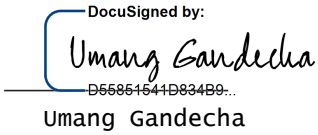
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Party A：Uhouzz International Co.,Ltd

Legal Representative：

Date：4/1/2025

Party B： Londonist DMC Limited

Legal Representative：

Umang Gandecha

Date: 4/1/2025