

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Monica Bachner

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10 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
11 CENTRAL DISTRICT, UNLIMITED CIVIL CASE
12

13 Phiture GmbH

14 Plaintiff,

15 vs.

16 Triller, Inc., a Delaware Corporation
17 and DOES 1 through 50, inclusive,
18

19 Defendants.
20

) CASE NO.: 22STCV28523
)
)

) COMPLAINT FOR MONEY:
)

1. FOR GOODS AND SERVICES
) SOLD AND DELIVERED
) 2. ACCOUNT STATED
) 3. OPEN BOOK ACCOUNT
) 4. BREACH OF CONTRACT
)

) AMOUNT DEMANDED EXCEEDS
) \$25,000.00
)

21 AMOUNT DUE: \$132,686.36
22

23 Plaintiff complains and alleges as follows:

24 FIRST CAUSE OF ACTION

25 FOR GOODS AND SERVICES SOLD AND DELIVERED

26 AGAINST ALL DEFENDANTS

- 27 1. Plaintiff is now and at all times mentioned herein is and was a legal entity
28 organized and existing under the laws of Germany, engaged in international commerce.

1 2. The true names and capacities, whether individual, corporate, associate or
2 otherwise, of Defendants DOES 1 through 50, inclusive, are unknown to Plaintiff who therefore
3 sues said Defendants, and each of them, by such fictitious names, and Plaintiff will seek leave of
4 Court to amend this Complaint to allege such true names and capacities when ascertained.

5 3. Plaintiff is informed and believes, and based upon such information and belief
6 alleges that each of the Defendants named in the caption of this Complaint, which caption is
7 incorporated herein by reference, was an agent and employee or alter-ego of each of the other
8 remaining Defendants and was, at all times, acting within the course and scope of such agency
9 and employment.

10 4. The within action is not subject to the provisions of Section 2981, et seq., (Reese-
11 Levering Act) and Section 1801, et seq., (Unruh Act) of the Civil Code of the State of California.

12 5. At all times pertinent to this action, Plaintiff had, and now has, all licenses and
13 has complied with all governmental regulations prerequisite to the establishment and
14 enforcement of the herein described claim.

15 6. The obligation hereinafter mentioned was entered into and incurred by the
16 Defendants, and each of them, within the jurisdictional limits of the above-captioned Court,
17 which Court is the proper place of the trial of this action.

18 7. Plaintiff is informed and believes, and based on said information and belief
19 alleges that at all times mentioned, Defendant:

20 7. (a) Triller, Inc., a Delaware Corporation (hereinafter "Corporation") is and
21 was doing business within the jurisdictional limits of this Court.

22 7. (b) If Corporation is in fact a corporation, such corporation is in mere form
23 only, having no existence separate and apart from Defendants DOES 1 through 5, inclusive, such
24 that there exists and at all times mentioned herein existed a unity of interest and ownership
25 between Defendants Corporation and DOES 1 through 5, inclusive, such that any individuality
26 and separateness between Corporation and DOES 1 through 5 have ceased, and Defendants
27 DOES 1 through 5, inclusive, are the alter ego of Corporation.

1 7. (c) The assets and properties of Corporation are commingled with the separate
2 assets of DOES 1 through 5, inclusive, such that there is no distinction between individual and
3 corporate assets.

4 7. (d) Adherence to the fiction of the separate existence of Corporation as an
5 entity distinct from DOES 1 through 5, inclusive, would permit an abuse of the corporate
6 privilege and would permit injustice in that they would succeed in avoiding legally incurred
7 liabilities while maintaining the benefits of the corporation.

8 8. Within the last four years, Defendants, and each of them, became indebted to
9 Plaintiff in the sum of \$132,686.36 for goods and services sold and delivered to Defendants, and
10 each of them, by Plaintiff, and Defendants, and each of them, then and there agreed to pay said
11 sum.

12 9. Neither the whole or any part of the above sum has been paid although demand
13 therefor has been made, and there is now due and payable from Defendants, and each of them, to
14 Plaintiff, the sum of \$132,686.36 together with interest thereon at the maximum rate allowed per
15 annum from September 30, 2021.

16 SECOND CAUSE OF ACTION

17 FOR AN ACCOUNT STATED AGAINST ALL DEFENDANTS

18 10. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
19 through 7, inclusive, of the First Cause of Action and incorporates the same by this reference as
20 though set forth at length herein.

21 11. Within the last four years, an account was stated in writing by and between the
22 Plaintiff and Defendants, and each of them, wherein it was agreed that Defendants, and each of
23 them, were indebted to Plaintiff in the sum of \$132,686.36.

24 12. Neither the whole or any part of the above sum has been paid although demand
25 therefor has been made, and there is now due and payable from Defendants, and each of them, to
26 Plaintiff, the sum of \$132,686.36 together with interest thereon at the maximum rate allowed by
27 law per annum from September 30, 2021.

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1 20. Plaintiff has performed all the conditions, promises, and covenants on its part to
2 be performed in accordance with the terms of the Agreement, or has been excused from full
3 performance by acts of Defendants and each of them.

4 21. On or about September 30, 2021, Defendants, and each of them, defaulted in their
5 payments due under said agreement and despite demand by Plaintiff, have refused to make all
6 payments due. The total sum due for the goods and services sold and delivered to Defendants,
7 and each of them, is \$132,686.36. Plaintiff has notified Defendants, and each of them, of same.
8 However, Defendants, and each of them, have refused and continue to refuse to pay said sum or
9 any part thereof, and the sum of \$132,686.36 together with interest thereon at the maximum rate
10 allowed by law per annum from September 30, 2021, is due and payable from Defendants, and
11 each of them.

12 22. The Agreement provides that Defendants, and each of them, will pay all costs and
13 disbursements, including reasonable attorney's fees incurred by Plaintiff. Such attorney's fees,
14 costs and disbursements are at this time unknown and Plaintiff will seek leave of Court to amend
15 this Complaint to allege same with certainty when ascertained.

16 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
17 follows:

18 ON THE FIRST, SECOND, AND THIRD CAUSES OF ACTION

19 1. For the sum of \$132,686.36 together with interest thereon at the maximum rate
20 per annum from September 30, 2021.

21 ON THE THIRD CAUSE OF ACTION

22 2. For attorney's fees according to Section 1717.5. of the Civil Code and under the
23 provisions of the California Commercial Code.

24 ON THE FOURTH CAUSE OF ACTION

25 3. For the sum of \$132,686.36 together with interest thereon at the maximum rate
26 per annum from September 30, 2021;

27 4. For attorney's fees according to proof at the time of trial;

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ON ALL CAUSES OF ACTION

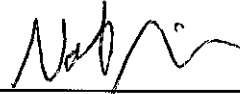
5. For costs of suit incurred herein; and

6. For such other and further relief as the Court deems just and proper.

Date: August 27, 2022

HATKOFF & MINASSIAN
A LAW CORPORATION

By:



Natalia A. Minassian
Attorneys for Plaintiff

CONSULTANCY AGREEMENT ("Agreement")

THE UNDERSIGNED:

- I. Phiture GmbH**, a legal entity organized and existing under the law of **Germany**, having its registered office in **Kottbusser Damm. 49, 10967 Berlin, Germany**, duly represented in this matter by **Founding Partner Andrew Carvell**, hereinafter referred to as "**Consultant**";
- II. Triller Inc.** a legal entity organized and existing under the law of **USA** having its registered office in **22121 Avenue of the Stars Suite 2350, Los Angeles, California 90067, USA**, hereinafter referred to as "**Client**";

hereinafter jointly referred to as "**Parties**", and individually referred to as "**Party**".

WHEREAS:

1. Consultant is an IT consultant and will provide to Client the consulting and IT services described in Appendix 1, including services which are incidental or ancillary to such services (the "**Services**") on the terms described in this Agreement.
2. The Parties may agree additional Services to be provided under Work Orders, such Work Orders shall form part of the Agreement.
3. Unless explicitly specified in Appendix 1, Services will not be conducted on the premises of Client.
4. Consultant's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to or should be construed to create a partnership, agency, joint venture or employment relationship.

PARTIES HAVE AGREED AS FOLLOWS:

Article 1 Duration and location

1. This Agreement has been concluded based on the will of both Parties for the term specified in Appendix 1 or, in lack of such specification, for an indefinite period.
2. The main place of performance of the subject of the Agreement is the premises of Consultant in Berlin, Germany.

Article 2 Remuneration and Payment Terms

1. Consultant will be paid a fee in accordance with the terms set out in each Work Order, including the initial Work Order set out in Appendix 1, provided that the Services are completed in accordance with such Work Order and this Agreement and Client's reasonable instructions from time to time. Consultant shall pay all costs and expenses associated with this Agreement unless approved by Client in advance ("**Approved Expenses**"). Reasonable travel and accommodation expenses for work performed at the offices of Client are considered to be Approved Expenses provided such travel arrangements are mutually agreed - even informally - between the Parties in advance.
2. The fees under a Work Order excludes any applicable Value Added Tax.
3. Consultant shall invoice Client for the applicable fees under each Work Order and any incurred Approved Expenses hereunder ("Payment") according to the payment schedule specified in Appendix 1, in the respective Work Order or otherwise agreed by the Parties. In lack of such specification, Consultant shall be entitled to issue invoices for its services on a performance progress basis.
Client will pay valid invoices for the Payment within thirty (30) days of receipt of such invoice. Invoices shall be sent to

Attention (Name) client: TRILLER, INC.

Full billing address of client: 2121 AVE OF THE STARS, CENTURY CITY, CA 90067

Client's billing email address: tuhin@triller.co

4. The Payment shall be transferred into the bank account of Consultant as notified by Consultant to Client. Client may alternatively opt for transferring the Payment to Consultant's PayPal account but will incur the 1.9% transaction fees for PayPal.
5. Unless the Parties agree otherwise the Payment shall be due in Euros (EUR).

Article 3 Grant of Rights, Intellectual Property

1. All Pre-existing Intellectual Property of each Party will remain the exclusive property of that Party and, except as specifically provided in this Agreement, no Party will acquire any rights or Interests in the other Party's pre-existing Intellectual Property. Intellectual Property in this Agreement shall include without limitation any copyrights, trademarks or logos registered or not, patents, licenses, databases, methodology, software and proprietary technology.
2. The Consultant grants to the Client an exclusive and transferable right in the Graphical Assets created under this Agreement in the Client's interest, which do not contain any stock photos, and any copies thereof agreed upon in this Agreement described in Appendix 1.

3. The Consultant grants Client a non-exclusive, non transferable licence to use Consultants in-house app store optimization client software to the extent such software is available to Client for use during the term of this Agreement.

Article 4 Rights and obligations of the Consultant

1. Consultant shall provide the Services to Client in accordance with the terms of this Agreement and the relevant Work Order(s). Consultant undertakes that during the performance of the Agreement, it shall provide the Services with the highest level of care, skill and diligence in accordance with the best practice in Consultant's industry, profession or trade.
2. In case it is not possible, for any reason, for the Consultant to deliver the Services duly and in time, Consultant is obliged to inform the Client without undue delay. Provided Consultant is not in breach of this Agreement, Client shall remain obligated to pay for the Services performed up to such point.
3. In case of delay of the Client with the Payment(s), Consultant shall reserve the right to suspend the Services pursuant to the Agreement and not to resume these until the due Payment(s) have been settled. Should resumption of Services after a delay caused by Client for greater than thirty (30) days not be possible due to Consultant's subsequent engagement, Consultant shall have the right to terminate this Agreement for cause, all Consultant's claims for remuneration and damages remaining thereby unaffected. Client's claims for damages resulting from Client's own delay with Payment(s) shall be entirely waived.
4. Default on Payments of more than 30 days shall entitle the Consultant to terminate this Agreement for cause, all claims for remuneration and damages remaining thereby unaffected.
5. Consultant has the right to engage subcontractors to provide the services under this Agreement, such subcontractors shall comply with Consultant's confidentiality obligations hereunder.
6. During the term of this Agreement, Client grants a non-exclusive, non-transferrable license to use Client's name, logo or brand solely for marketing purposes in their marketing materials. Client may object to such use by providing evidence that it may impair its legitimate interests.

Article 5 Rights and obligations of the Client

1. The Client undertakes to provide Consultant with all access to tools, information and documents necessary for duly performance of the Agreement, within the deadlines agreed between the Parties under each Work Order or over email and in any case upon Consultant's request throughout the entire duration of the Agreement. In case the Client is delayed in the handover of necessary information or

documents to Consultant or fails to provide access to tools in time, the deadline for the specific Service to which Consultant is obliged and which depends on such information, tools or documents, is automatically shifted by the period of delay of the Client. In case, because of such delay, Consultant should not be able to deliver the Service due to subsequent engagements, sec. 4 (3) above shall apply accordingly.

2. The Client shall be responsible for any contents as well as quality, truthfulness and compliance with legal regulations of any information and documents the Client provides to Consultant for the performance of the Agreement. Consultant shall not be obliged to verify contents, quality, truthfulness and compliance with legal regulations of such information and documents provided to the Client by the Consultant and it shall not bear any responsibility for their use as part of the performance of the Agreement.
3. The Parties acknowledge and accept that the scope of this Consultancy Agreement in principle does not include the creation of content, materials, works or any other sorts of deliverables ("Work Results") by Consultant. In the event that, based on the specifications in Appendix 1, the Work Order(s) or any other express agreement between the Parties, Consultant should be required to deliver any such Work Results, Client shall have the right to object to such Work Results within 5 working days of delivery by stating the reasons of objection. Work Results will be considered as accepted in case no objection is received within said deadline.

Article 6 Non-Solicitation of Employees

1. Each Party may not attempt to solicit or entice, or solicit or entice, any current employee of the other Party (to which are engaged in relation to the Services hereunder) to terminate or reduce their employment with the other Party for the duration of this Agreement and for a period of twelve (12) months after, without the written consent of the other Party.
2. If a Party violates the non-solicitation obligation under Article 6 (1) above, the other Party shall have the right to terminate the Consultancy Agreement without notice. For each infringement of the non-solicitation obligation, the non-infringing Party shall be entitled to terminate this Agreement without notice. Further damage claims stay unaffected.

Article 7 Confidentiality

1. Client may disclose to Consultant, or Consultant may otherwise obtain in the course of performing the Services, information relating to Client that is designated confidential at disclosure, or by its nature, and/or the circumstances of its disclosure, makes it reasonably likely that it is confidential ("**Confidential Information**"). The Consultant agrees, without limitation in time, to keep in strictest confidence, and not to disclose to any third party, any Confidential Information without Client's prior

written consent. Confidential information includes this Agreement and any information about technical or commercial nature, regardless of whether the information has been documented or not, but excludes information that:

- (a) was already known to Consultant prior to its receipt of the same from Client; or
 - (b) is publicly available through no fault of Consultant, part of the public domain by publication or otherwise; or
 - (c) is lawfully received by Consultant from a third party without a duty of confidentiality.
2. The obligations under this clause shall apply retroactively to any Confidential Information exchanged prior to the effectiveness of this Agreement.
 3. Consultant will disclose Confidential Information when compelled to do so by law or court order, but will undertake his best effort to give reasonable prior notice to Client as far as permitted to do so under applicable law.
 4. Upon Client's written request Consultant agrees to return to Client or destroy all Confidential Information in its possession that is embodied or recorded in tangible form. Notwithstanding the above, Consultant shall be entitled to retain Confidential Information whenever required to do so by law or court order and whenever necessary to defend its legitimate interests.
 5. Where the Consultant is given access to Client's data or tools in connection with the assignment, Client grants Consultant a limited, non-exclusive right, during the Term, to access such data or tools strictly for the duration of this Agreement and for the sole use of performing the Services hereunder. Client shall be responsible to revoke access to tools or data shared with Consultant within thirty (30) after end of the engagement.
 6. Consultant undertakes to procure that any other of Consultant's employees, representatives and subcontractors that may come in contact with Confidential Information are bound by confidentiality obligations.

Article 8 Termination

1. Unless this Agreement is closed for a determined period of time (see SOW), each Party shall have the right to terminate this Agreement by providing the other Party with thirty (30) day prior written notice. Agreements with a duration of 12 months will auto-renew by the same period for one more 12 month term, unless notice of termination is given thirty (30) days before the end of the period.
2. Without affecting any other right or remedy available to it, either Party may terminate this Agreement by written notice to the other Party in the event that the other Party commits a material breach of this Agreement and - if curable - does not cure such breach within fourteen (14) calendar days after having been notified to do so by the terminating Party.

3. The right of extraordinary termination remains unaffected, e.g. when the other party becomes insolvent or a petition of bankruptcy is filed by or against it, or it enters into liquidation (either voluntary or compulsory), dissolution, composition with creditors, receivership, trustee or similar proceedings (non-exhaustive list).
4. All clauses that by their nature extend beyond the expiration and termination of this Agreement shall survive the expiration or termination of this Agreement.

Article 9 Liability, Damages and Indemnification

1. Consultant shall be liable under the terms of this Agreement in accordance with the provisions set out under (a) to (c):

(a) Consultant shall be liable for direct damages including loss of profits caused intentionally or with gross negligence of Consultant, its legal representatives or subcontractors. Consultant's ensuing liability under this point shall be limited to foreseeable damages in the amount of EUR 100,000.

(b) Consultant shall be liable for direct damages including loss of profits caused by the breach of its primary obligations by Consultant, its legal representatives or subcontractors. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which Client may rely upon. Consultant's ensuing liability under this point shall be limited to foreseeable damages in the amount of EUR 100,000.

(c) Notwithstanding the prior provisions Consultant shall be liable for death, personal injury or damage to health caused by intent or gross negligence of Consultant, its legal representatives or subcontractors.

2. Notwithstanding anything herein contained, both Parties hereby confirm and agree that neither Party shall be liable for any direct or indirect financial, consequential or special losses, loss of profits arising out of or in connection with this Agreement.
3. Notwithstanding the above, each Party agrees to hold harmless the other Party at first demand from and against any claims exercised by any third party due to or in connection with such obliged Party's performance of this Agreement.

Article 10 Other provisions

1. Parties to the Agreement have agreed that their mutual contact in matters concerning the Agreement shall be performed usually in the electronic, telephonic form, or oral form during personal meetings unless the nature and seriousness of the matter or the contents of this Agreement require a written form of mutual contact. All documents or messages, made in writing or electronically, must be dated and signed by the authorized representative of the relevant Party.
2. Any Party shall not be entitled to transfer, without the prior written consent of the other Party, its rights and obligations ensuing from this Agreement or their part to a third party. For the other Party to assess whether to provide such consent or not, the requesting Party undertakes to provide, at its own expense, and submit to the other Party all information and documents required by the other Party. However, notwithstanding the foregoing, Client shall be entitled to freely assign this Agreement without Consultant's prior consent in the event of a sale, assignment, transfer for conveyance of more than fifty percent (50%) of Client's business.
3. The Client declares that during negotiations of the Agreement, it was informed about all relevant factual and legal circumstances necessary for the assessment of the opportunity to conclude this Agreement and that, in this connection, it does not expect or require any further information from Consultant.

Article 11 Final provisions

1. Amendments or additions to this Agreement, including newly agreed Work Orders must be made in writing to be effective. This shall also apply to amendments of this written form requirement.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law principles under such laws. Except as set forth below, any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination hereof/thereof, shall be settled by binding arbitration. The Parties agree to arbitrate all disputes in accordance with the arbitration rules of JAMS. The arbitration proceeding shall be before a single neutral arbitrator selected in accordance with JAMS rules and such proceeding shall be conducted in Los Angeles, California. The determination of the arbitrator shall be binding on the Parties, provided that the arbitrator shall not have the power to commit errors of law or legal reasoning, and either party may seek a review of the award for legal error, confirmation, correction or vacatur in California state court. The costs of arbitration, including administrative fees, fees for a record and transcript, and the arbitrator's fees, as well as reasonable attorney's fees will be awarded to the party determined by the arbitrator to be the prevailing party. Notwithstanding the Parties' agreement to resolve all disputes through arbitration, either Party may bring an action in the state and federal courts located in Los Angeles, California to enforce its intellectual property or other proprietary rights (including, to seek injunctive relief) or otherwise to seek temporary, preliminary or other expedited or provisional injunctive relief (but not money damages). The Parties each agree to submit to the

personal and exclusive jurisdiction of and venue the state and federal courts located in Los Angeles, California for such matters. The Parties agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

4. Upon the Agreement coming into effect, all previous agreements between the Parties, written or oral, concerning the subject-matter of the Agreement, are replaced by the Agreement. Any terms or conditions expressly convened by the Parties and set forth in the Appendix 1, Work Order(s) or any other written document signed by both Parties shall prevail upon incompatible or diverging provisions of this Agreement.
5. Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining terms. The Parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Agreement.

Hereby, both Parties agree and confirm that they have read the Agreement prior to signing it and that they understand its contents and that the Agreement is concluded with a free will, seriously and specifically, and to prove that, they attach their signatures.

Consultant:

DocuSigned by:



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Name: Pablo Penny

Title: Managing Director

Date: Mar-10-2021

Client:

DocuSigned by:



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Name: Brian Blatz

Title: General Counsel

Date: Mar-10-2021

APPENDIX 1

Statement of Work

Client agrees to engage the Company for the following services:

WORK ORDER #	Service & Deliverables	Period	Fee	Phiture Cost Centre
PH00001890	<p>ASO Report & Audit</p> <p>ASO report, audit and strategy of your App and Play Store presences based on the ASO Stack framework, with actionable ASO recommendations for the agreed markets along with optimized keyword metadata and pre-designed and ready-to-run localized store listing experiments. The report will include a market and competitor analysis as well as an ASO tool vendor analysis and an ASO metrics overview. The report will be presented during a 2-hour handover call.</p> <p><i>NB: Following the ASO Report & Audit both sides have a 2-week break-clause during which they can decide whether to move into the Managed ASO phase.</i></p> <p>Managed ASO</p> <p>Phiture manages your store listings of with an in-house team of ASO experts.</p> <p>We improve installs by developing winning creatives (including testing app previews) and continuously run store listing experiments in each of the agreed markets, to improve market-level CVRs.</p> <p>We will gather competitive intelligence, iteratively improve keyword rankings, drive localization efforts forward and provide regular reportings (+ access to data dashboards) and conduct weekly meetings/updates with your team, also transferring learnings on ASO, tools and processes.</p> <p><i>Includes one free ASO workshop per quarter on visibility, conversion, tools and supporting insights conducted by Phiture's ASO consultants for your team.</i></p>	<p>8th March 2021 - 8th April 2021 (1 month)</p> <p>9th April 2021 - 7th March 2022 (11 months)</p> <p><i>6-months into the ASO service and following an ASO business review at that point in time by Phiture, Triller can opt to terminate the ASO service / engagement.</i></p>	<p>USD \$14,000 / month for 1 market</p> <p>Additional markets: + USD \$5,000 / month</p>	1100
PH00001900	<p>Tech Foundations Audit + Recommendations</p> <p>Phiture will review your data + tools setup with a view to setting the right foundations for growth in 2021 and</p>	15th March - 31st April (1.5 months)	USD \$250 per hour (capped at	1200

	<p>beyond. Specifically, this includes review + recommendations of:</p> <ul style="list-style-type: none">- Data in Firebase Analytics- Data in Localytics- Existing Push Notifications performance <p>Data Taxonomy + Deeplinks: We will define tracking requirements to fully instrument marketing and growth initiatives and align impact reporting with your KPIs. We'll also review your deeplink setup. We'll build a prioritized backlog of engineering "to-dos", prioritized by how critical these updates are in supporting future growth efforts.</p> <p>Tools + Tech: Phiture will help you understand the potential solutions on the market and (potentially) help you select and integrate 3rd party tech that can level-up your growth efforts.</p>		32 hours per month unless overage is agreed in writing beforehand)	
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Stated compensation excludes European Value Added Tax (VAT) and reasonable travel and accommodation costs for components to be held onsite with the client.