TRADEDOUBLER'S TERMS FOR GROW AFFILIATE MARKETING NETWORK

This Agreement is made the day set out below by and between

1.   Tradedoubler AB, c/o WeWork, Regeringsgatan 29, 111 51 Stockholm, Sweden hereinafter referred to as "Tradedoubler", and

2.   "You" or "the Client"

WHEREAS

A.   Tradedoubler has developed and operates a service, which allows You to set up a GROW AFFILIATE MARKETING NETWORK Program.

B.   In order to use the Services, You must accept the conditions of this Agreement. Please read this Agreement carefully. By clicking on the "Register" button You accept the conditions of this Agreement. You are not allowed to use the Services if You do not accept the provisions of this Agreement.

Now therefore, You hereto agree to the following binding terms of the agreement

1.   DEFINITIONS

1.1.

AFFILIATE MARKETING NETWORK Program	the public marketing and sales partnership program
Client Content	any documentation, which is owned by Client and provided by Client to Tradedoubler in connection with the Services, such as logotypes and marketing materials
Client Data	information regarding Client, its employees and customers that is provided to Tradedoubler in connection with the Services
Tradedoubler Documentation	Any data or documents provided by Tradedoubler to Client in connection with the provision of the Services.
Part(y)(-ies)	Client and Tradedoubler, individually or collectively
Publisher	a website operator which has been approved to join Client's AFFILIATE MARKETING NETWORK Program
Grow Platform	the Platform where the AFFILIATE MARKETING NETWORK Program is set up
Services	the services provided by Tradedoubler to Client under the terms of the Agreement
Tracking	the technology developed by Tradedoubler and used in the AFFILIATE MARKETING NETWORK Program to monitor Transactions
Transaction	the action entitling the Publisher and Tradedoubler to a commission

2.   TERM

2.1   The Term of Agreement starts when the Client accepts this Agreement and continues until terminated with 30 days' notice, by either of the Parties. The Client is liable for payments for Transactions relating to the duration of the Agreement, even should they occur thereafter.

3.   SERVICES

3.1   Tradedoubler reserves the right to modify, amend, change or terminate Tradedoubler's Services. The Client will be notified of all such changes by e-mail or by an announcement on the Grow Platform. If the Client does not accept the changes then notice will automatically be served upon the Client and they will cease to use the services after 30 days.

4. PUBLISHERS

4.1. Tradedoubler shall pay Publishers on behalf of Client and remuneration will be paid in accordance with any of the models set out in the "Publisher Payment Models" and at payment rates applicable from time to time.

4.2. Client is, at any time, entitled to increase the payment rates to Publishers or the conditions under which Publishers are paid.

4.3. However, Client may only make any changes which may reduce the Commission Rate and Tradedoubler's Commissions (e.g. reducing the Cookie Period for Transactions, attribution methodology and changing the keyword policy), with 30 days' notice.The Client is solely responsible for recruiting and managing the Publishers for the AFFILIATE MARKETING NETWORK Program on the Grow Platform.

4.4. The maximum rejection rate of validated transactions in a given calendar month is 20% unless the transactions are found to be fraudulent. Client shall compensate both Publishers and Tradedoubler if the rejection rate exceeds 20% in a given calendar month at Tradedoubler's discretion. Tradedoubler reserves the right to terminate any agreement with clients that are found to be cancelling valid transactions, in excess of this rate, and seek compensation in line with their programs' performance.

4.5. Tradedoubler agrees to keep information about the AFFILIATE MARKETING NETWORK Program, including conditions such as remuneration to Publishers, terms of commission and other key terms and keep links necessary for the AFFILIATE MARKETING NETWORK Program available on the Grow Platform in order for Publishers to access and sign up to the AFFILIATE MARKETING NETWORK Program.

4.6. Client agrees and understands that Tradedoubler will enter into contracts in Tradedoubler's own name with individuals and legal entities wishing to join the AFFILIATE MARKETING NETWORK Program. Furthermore, Client agrees and understands that Tradedoubler has the absolute discretionary right to reject applicants wishing to become a Publisher or to remove a Publisher from the AFFILIATE MARKETING NETWORK Program.

5. OBLIGATIONS OF CLIENT

5.1. Client undertakes to, in accordance with instructions from Tradedoubler, implement the Tracking on the websites of Client covered by this Agreement, including all mobile versions of such websites as well as downloadable mobile applications, and understands and acknowledges that a correct implementation of Tracking is imperative for the Services.

5.2. Client is solely responsible for its web site(s) and products or services sold on the web site(s) as well as the content and lay-out of the AFFILIATE MARKETING NETWORK Program and the activities thereunder, and Client shall ensure compliance with all applicable laws and regulations.

5.3. Should an action by Client result in removal or disabling of Tracking and this causes Transactions not be recorded, Client agrees to compensate Publishers on the AFFILIATE MARKETING NETWORK Program according to their average performance on the AFFILIATE MARKETING NETWORK Program over the two (2) weeks prior to the Tracking problem. Client will also pay Tradedoubler Commission on any compensation payments to Publishers in respect of the lost earnings.

5.4. Tradedoubler may remove the AFFILIATE MARKETING NETWORK Program from the list of available AFFILIATE MARKETING NETWORK programs at any time with immediate effect if any Tracking irregularities or any other issues affecting Publishers occur.

5.5. Client agrees to keep the Tracking implemented at all times for the duration of the Agreement and accepts that the Tracking is the only measure of the validity of a Transaction. Should an action by Client result in removal or disabling of Tracking and this causes Transactions not be recorded, Client agrees to compensate Publishers on the AFFILIATE MARKETING NETWORK Program according to their average performance on the AFFILIATE MARKETING NETWORK Program over the two (2) weeks prior to the Tracking problem. Client will also pay Tradedoubler Commission on any compensation payments to Publishers in respect of the lost earnings.

5.6. The Client shall not use a de-duplication technology in its AFFILIATE MARKETING NETWORK Program.

5.7. If the Client is a private individual, he must be at least 18 years of age. If the Client has not reached the age of 18 a legal guardian must give their consent to the registration to Tradedoubler's service and the registration of a Client below the age of 18 without parental consent will be ineffective.

5.8. The Client warrants that the information and content on the Client's website do not infringe any rights of third parties, including Intellectual Property Rights, and that such information and content is not offensive, prohibited or questionable in any way. Examples of such content are, but not limited to, pornography, racism and hate content, Peer2Peer and file sharing.

6. PAYMENTS

6.1 Tradedoubler will charge the Client a monthly fixed fee after the free trial has ended, per program from the creation date and Tradedoubler commission based on the Publisher commission at rates specified in the Grow Platform.

6.2 Tradedoubler will charge Client monthly in arrears by debiting a nominated credit/debit card for the due amount, without giving prior notice.

6.3 All sums payable under this Agreement are exclusive of Value Added Tax and any other duty or tax, which shall (if and to the extent applicable) be payable by Client.

6.4 If the Client fails to make payments according to the Agreement on due date, Tradedoubler is entitled to suspend the AFFILIATE MARKETING NETWORK Program without notice.

6.5 Transaction Fees and Publisher Commissions which have been paid by Client are not refundable.

6.6. The Client agrees to the Fair Usage Policy. In case of a breach of the Fair Usage Policy by the Client, Tradedoubler reserves the right to apply additional charges.

7. RECLASSIFICATION OF TRANSACTIONS

7.1. Client has a "Validation period for Transactions" that is set up for each commission event and counted from the generation of a Transaction. Client will be able to, by using Tradedoubler's systems, reclassify a Transaction as invalid using pre-defined reasons.

7.2. Within five (5) days from receiving a reasonable request for information relating to an invalidated Transaction submitted by a Publisher through Tradedoubler, Client undertakes to provide the Publisher with an explanation to the reclassification/invalidation and to either confirm the reclassification or to change the classification back to valid.

7.3. If a Transaction is not reclassified within the period set-up in Tradedoubler's systems or if an enquiry is not processed as set out in above, the Transaction will automatically be considered valid and Client is obliged to pay the applicable Transaction Fee to Tradedoubler and the Publisher Commission.

7.4. Tradedoubler provides an automated untracked transactions process whereby Publishers can create an inquiry for untracked transactions. If the inquiry relating to untracked Transactions is not reclassified as invalid within thirty (30) days of Client receiving the request, the Transaction will be considered valid and Client is obliged to pay the applicable Transaction Fee to Tradedoubler and the Publisher Commission.

8. COMPETITION AND NON-SOLICITATION

8.1. This is an exclusive Agreement wherefore the Client shall not, except via Tradedoubler, for the duration of this Agreement, enter into any online advertising, or other online commercial arrangements with any Publisher that has been recruited to the AFFILIATE MARKETING NETWORK Program through the Tradedoubler network.

9. PREMATURE TERMINATION

9.1. Either Party may terminate this Agreement if the other Party is unable to pay its debts as they fall due; if steps are taken to appoint a receiver, administrative receiver, liquidator or if other steps are taken to appoint such an officer or to wind up the Party (other than for the purposes of a solvent reconstruction or reorganisation) or if anything comparable to such situations occurs in relation to the other Party.

9.2. If one of the Parties commits a material breach of this Agreement, which breach, if capable of being cured, is not cured within 30 (thirty) days after the Party was informed about the breach, the other Party may terminate the Agreement with immediate effect. Client may not terminate the Agreement with respect to other Tradedoubler Parties than that or those that have committed a material breach of the Agreement.

9.3. If one or more Tradedoubler Parties terminate the Agreement, it shall be deemed terminated only with regard to the terminating Tradedoubler Party (for international AFFILIATE MARKETING NETWORK Programs only).

10. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL INFORMATION

10.1. Subject to clause 10.3, Client acknowledges that Tradedoubler is the owner or licensee of any and all copyrights, trademarks, know-how or any other rights subsisting in the Services and any software, Tradedoubler Documentation or materials provided in connection with the Services (together with any modifications or developments to the same made by either Tradedoubler or Client) as well as the Tracking and the information that Tradedoubler collects about Publishers and any information generated by the Servic e, such as data generated by visitors to web pages within Tradedoubler's network and any actions taken by such visitors when visiting such web pages.

10.2. Client may not modify, adapt, lease, resell sub-license or otherwise distribute the Services or any software, Tradedoubler Documentation or materials provided in connection with the Services. Client shall not reverse - engineer the Services or any associated software, or decompile, disassemble or otherwise seek to derive the source code, or the structure, sequence or organisation, of any such software.

10.3. Tradedoubler acknowledges that Client is the owner or licensee of any and all Intellectual Property Rights subsisting in Client Content and Client Data. Tradedoubler however retains the right to use Client Content and Client Data for providing the Services (including for the avoidance of doubt auditing the Fees payable), research, technical development, analysis, promotional purposes or in any other reasonable way.

10.4. Tradedoubler may, in its marketing activities, present Client as a reference (including Client's brand name and logotype).

10.5. Each Party shall maintain the confidentiality of the other Party's Confidential Information. Neither Party shall reveal the Confidential Information of the other Party nor, without the prior written consent of the other, use, disclose, copy or modify such information except for the purpose of performing its obligations under this Agreement. "Confidential Information" shall mean in relation to either Party, information (whether in oral, written or electronic form) belonging or relating to that Party, its business affairs or activities which is not in the public domain and which: (i) either Party has marked as confidential or proprietary, (ii) either Party, orally or in writing has advised the other Party is of a confidential nature, or (iii) due to its character or nature should be treated as confidential.

11. DATA PROCESSING AND PROTECTION

11.1 By entering into this Agreement, Client (Controller) also accepts the Data Processing Agreement

12. THIRD PARTY CLAIMS

12.1. The Parties shall indemnify and hold the respective Parties harmless from and against any losses, liabilities, demands, claims, costs and expenses incurred by the Party or awarded by a court of competent jurisdiction against the Party, as a result of or in connection with any claim or action brought by a third party that arises out of or relates to: (a) the Party's infringement of the rights (including any Intellectual Property Rights) of any third party; (b) any improper, negligent or unauthorised use of the Services by Client; (c) Client's failure to comply with any applicable Data Protection Laws; (d) the sale, distribution or marketing of products or services on Client's web site; and (e) Client's contractual relationship with such third party. The indemnity in this clause shall not apply to the extent that any alleged infringement arises as a result of any breach of the terms of this Agreement or any negligent, wilful or fraudulent act or omission by Tradedoubler, its officers, employees, agents or contractors.

13. LIMITATION OF LIABILITY

13.1. Nothing in this Agreement will be interpreted so as to limit or exclude either Party's liability for (i) death or personal injury caused by its negligence; (ii) the tort of deceit; or (iii) any liability which cannot be excluded or limited by law.

13.2. Save as provided for in clause 13.1, Tradedoubler does not accept, and hereby excludes any liability in negligence other than any such liability arising pursuant to the terms of this Agreement.

13.3. Subject to clause 13.1, Tradedoubler shall have no liability for any indirect or consequential loss or damage howsoever caused.

13.4. Tradedoubler shall bear no liability in relation to the use made by Publishers and visitors to Tradedoubler's or Publisher's website of the logos, banners, trademarks and other hypermedia links supplied by Client to Tradedoubler for the purposes of the AFFILIATE MARKETING NETWORK Program. As its sole obligation with respect to intrusion and fraud, Tradedoubler undertakes to take reasonable commercial measures to prevent unauthorised intrusion into Tradedoubler's computer systems. Tradedoubler cannot however guarantee that the measures taken from time to time will prevent every unauthorised access or "hacking" into Tradedoubler's systems and Tradedoubler shall have no liability for the consequences of such intrusion or "hacking". Tradedoubler does not provide or make any warranties or representations in relation to the quality or volume of the clicks, leads, sales or traffic (as applicable) resulting from the Services.

13.5. Tradedoubler shall have no liability for the performance of Publishers' web sites or Publishers' acts and omissions, nor for any errors or delays caused by telephony and data communication providers. Client acknowledges and accepts that the provision of Services contains elements of hosting services and/or communications, and that the provision of such Services might not be free from errors or uninterrupted.

13.6. Tradedoubler's liability arising out of or in connection with this Agreement or any collateral contract, whether in contract, tort or otherwise shall not exceed 100 % of the fees payable in the year of the Agreement preceding the date on which the latest event giving rise to the loss occurred.

14. ASSIGNMENT

14.1. Tradedoubler may assign its rights and obligations under the Agreement to another company within the Tradedoubler group of companies. Furthermore, Tradedoubler shall have the right to sell its claims to a debt - collecting agency. Client may not assign its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of Tradedoubler, such consent not to be unreasonably withheld.

15. DISPUTES, GOVERNING LAW

Except as required by mandatory local law applicable in a jurisdiction where the Service are performed, this Agreement shall be governed by, and construed in accordance with the laws of Sweden (excluding its choice of law provisions). Any dispute controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.