

LICENCE AGREEMENT

hereinafter referred to as the “**Agreement**”, concluded as a part of Framework Order, by and between the **Service Provider** and the **Client**.

The Service Provider and the Client shall be hereinafter jointly referred to as the “**Parties**”, and individually as the “**Party**”.

WHEREAS:

- the Service Provider provides Internet advertising services to the Client and would like to use the Client's logotypes and trade names indicated on the Banner Creations to market its own services;
- the Client agrees that the Service Provider and its affiliated companies Group listed in particular in the Appendix 1 (Service Provider and its affiliated companies shall be jointly referred to as the “**Service Provider Group**”) may use its logotypes and trade names for marketing purposes in the scope and manner indicated below;
- the Service Provider, by the present agreement, acts on its own behalf as on behalf of the companies of the Service Provider Group;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

§1. SUBJECT OF THE AGREEMENT AND PARTIES' REPRESENTATIONS

1. The subject of the Agreement is granting of an authorization and – to the extent applicable – an appropriate licence to use the logotypes and trade names of the Client indicated on the Banner Creations (hereinafter jointly referred to as the “**Materials**”) by the Client, on behalf of the Service Provider and the Service Provider Group, in accordance with the provisions of the Agreement.
2. The Client represents that it is entitled to grant authorization and licence in the scope indicated in the Agreement and that the Materials are his property and are not limited or encumbered with the rights of third parties and are not the subject of any action of infringement or request for invalidity, which would limit or exclude the right to use the Materials by the Service Provider and/or the Service Provider Group in the scope indicated in the Agreement and in this scope, the Client shall be liable to the Service Provider and/or the Service Provider Group on general terms.

§2. SCOPE OF AUTHORIZATION

1. The Client hereby authorises the Service Provider and/or the Service Provider Group to use the Materials for the purposes of promoting the services provided by the Service Provider Group as well as for information or educational purposes, in the scope and manner indicated below:
 - *on the Service Provider Group's websites as well as in social media of the Service Provider Group (e.g. Facebook, Twitter and LinkedIn) by placing the Materials in the tabs indicating the Service Provider Group's clients and in promotional materials concerning the previous cooperation, the so-called “success stories”;*

- *by placing the Materials in sales and marketing materials, including presentations used for internal use of the Service Provider Group as well as those addressed to current and potential clients or publicly presented during marketing events or conferences.*
2. The authorization referred to in section 1 shall cover the use of the Materials globally. The authorization shall be granted free of charge and for an indefinite period, however, its previous scope may be amended in the form of a written statement of the Client delivered to the address of the Service Provider specified in the Framework Order. The amendment is effective 14 (fourteen) days after the Service Provider receives such a statement.
 3. The Materials may be used on their own or as components of other advertising materials, in particular those created or commissioned by the Service Provider Group, both in printed and electronic form.
 4. The use of the Materials in the scope described above includes the use of Banner Creations (that Include Materials) created by the Service Provider and/or the Service Provider Group as part of the provision of Services under the Agreement.
 5. The Client agrees that the Service Provider and/or the Service Provider Group may mention the cooperation with the Client in press publications (by indicating only the Client's trade name or the Client's trademark in the form of a word mark or a word and figurative mark).

§3. LICENCE

1. To the extent that the Materials constitute the subject of intellectual property rights, in particular a work within the meaning of sec. 1 to 6 as well as sec. 72 German Urheberrechtsgesetz (UrhG – Act on Copyright Related Rights) or a registered or unregistered trademark, the Client shall grant the Service Provider a free, non-exclusive and territorially unlimited licence to use the Materials in the manner, scope and for the time specified in §2 of this Agreement upon conclusion of the Agreement.
2. The licence referred to above includes the Service Provider's right to grant a sub-license to entities from the Service Provider Group in the scope specified in §2 of the Agreement.
3. This Agreement does not transfer the ownership of the Materials, or create any other licences (implied or otherwise), except for the right to use the Materials as expressly provided in this Agreement.
4. To the extent that the Materials are subject to copyright, the licence referred to in this paragraph is granted in the scope specified in § 2 of the Agreement and in the following fields of use:
 - a. recording and multiplying by means of any technique including printing, reprographic technique, magnetic or digital recording;
 - a. presenting the Materials in public, including their exhibiting, displaying, replaying, broadcasting and re-emitting, as well as making the Materials publicly available in such way that anyone may have access to them in a chosen time and place;
 - b. combining the Materials with other elements and using the content thus created in accordance with the terms and conditions specified in this Agreement.

§4. FINAL PROVISIONS

1. The Agreement is a part of the Framework Order however it may be terminated by each Party upon a **14-day** notice. The period of notice shall be deemed to begin on the day following the date of

delivery of the written notice of termination to the address of the Party specified in the Framework Order. Termination of this Agreement does not affect the validity of the Framework Order, which in the remaining scope remains valid between the Parties and also termination of the Framework Order does not affect the validity of this Agreement which remains valid until terminated by one of the Parties. Upon termination of the Agreement, the Service Provider and the Service Provider Group is obliged to stop using the Materials, which, however, does not mean that it is necessary to remove the Materials created and marketed during the licence validity period. The provision of the previous sentence shall apply analogously to the change of the scope of the authorization referred to in §2 section 2 of the Agreement.

2. The Parties undertake to inform each other of any circumstances relevant to the implementation of the Agreement.
3. In order to perform the Agreement, the Parties may communicate by email, registered mail, personal mail or courier service to the addresses indicated in the Framework Order.

APPENDICES:

1. List of companies related to the Service Provider.

APPENDIX 1**LIST OF COMPANIES BELONGING TO SERVICE PROVIDER GROUP**

1. RTB House S.A. with its registered office in Warsaw,
2. RTB House Services sp. z o.o. with its registered office in Warsaw,
3. RTB House Poland sp. z o.o. with its registered office in Warsaw,
4. RTB House CEE sp. z o.o. with its registered office in Warsaw,
5. RTB House Japan K.K. with its registered office in Tokyo,
6. RTB House Pte. Ltd. with its registered office in Singapore,
7. RTB House FZ-LLC with its registered office in Dubai,
8. RTB House LLC with its registered office in Moscow,
9. RTB House Reklam Teknolojileri A.S. with its registered office in Istanbul,
10. RTB House S.R.O. with its registered office in Prague,
11. RTB House Ltd. with its registered office in London,
12. RTB House LATAM Ltd. with its registered office in London,
13. RTB House Nordics AB with its registered office in Stockholm,
14. RTB House GmbH with its registered office in Berlin,
15. RTB House France SAS with its registered office in Paris,
16. RTB House Benelux B.V. with its registered office in Amsterdam,
17. RTB House Inc. with its registered office in New York,
18. RTB House Brazil Servicos de Tecnologia Em Internet LTDA. with its registered office in Sao Paulo,
19. RTB Marketing & Tech Services Ltd. with its registered office in Nicosia,
20. RTB House Italy s.r.l. with its registered office in Rome,
21. RTBH Retargeting SL with its registered office in Madrid,
22. RTB House Korea Ltd. with its registered office in Seoul,
23. RTB House PTE. LTD. Taiwan Branch with its registered office in Taipei,
24. RTB House Data Center B.V. with its registered office in Amsterdam,
25. RTB House Data Center PTE. LTD. with its registered office in Singapore,
26. Adlook Limited with its registered office in London;
27. Adlook USA Inc. with its registered office in New York;
28. Adlook Services sp. z o.o. with its registered office in Warsaw;
29. Adlook Brazil LTDA with its registered office in Sao Paolo;
30. Adlook France SAS with its registered office in Paris;
31. Adlook Poland sp. z o.o. with its registered office in Warsaw;

32. Adlook Italy S.R.L. with its registered office in Milan;
33. Adlook GMBH with its registered office in Berlin.