



## MASTER SERVICES AGREEMENT

The following Master Services Agreement alongside with the Order contains the only terms that govern and apply to the digital advertising services provided by the Service Provider, and specify the mutual rights and obligations of the Service Provider and the Client, collectively referred to as the "Parties" and individually as the "Party".

### 1. DEFINITIONS

In the MSA the following expressions will have the following meanings:

- 1.1. **"Advertising Materials"** – any images, graphics, videos, fonts, information, text, data, or other materials provided by the Client and/or the End Client to the Service Provider via the Platform or in other digital form, to be included in the Ad Creative;
  - 1.2. **"Affiliate"** – a Party's subsidiary, its holding company, a subsidiary of its holding company, and any other company that is directly or indirectly controlled by the Party, controls the Party, or is under common control with the Party;
  - 1.3. **"Agreement"** – an agreement for the provision of Services concluded between the Client and the Service Provider comprising the Order, the MSA and if applicable a Data Processing Addendum.
  - 1.4. **"Authorized Recipients"** – a Party's Affiliates or such Party's and Affiliates' directors, officers, employees, sub-contractors, and professional advisors who must process the Confidential Information for the purpose of the performance of the Agreement, necessary business reporting or auditing procedures within the Party's corporate group, or other legitimate reasons;
  - 1.5. **"Ad Creative"** – a digital advertisement of the Client's (or Client's End Client's) products or services, created by the Service Provider on the basis of Advertising Materials for the purpose of placing on the Inventory;
  - 1.6. **"Campaign Order"** – an order to the Agreement executed between the Client and the Service Provider via email specifying the budget, rates and settlement model for Managed Services;
  - 1.7. **"Confidential Information"** – any information of commercial value, in particular concerning the disclosing Party's or its Affiliates' technology, business, financial situation, personnel, trade secrets, strategies, operations, assets, liabilities, historical, current, and projected sales or marketing and advertising plans, in whatever form it is disclosed by or on behalf of the disclosing Party to the receiving Party, whether or not marked as confidential;
  - 1.8. **"End User"** – an end user visiting digital properties, including websites and mobile applications, indicated by the Client and/or the End Client to whom Ad Creatives are to be displayed on the Inventory;
  - 1.9. **"Intellectual Property Rights"** – any patents, industrial designs, copyrights, trademarks, geographical indications, trade secrets, and other legal interests recognized or protected as intellectual property under applicable laws;
  - 1.10. **"Inventory"** – digital advertising space on third-party websites and mobile applications, on which the Ad Creative are to be displayed;
  - 1.11. **"Managed Service"** – a mode of the Service in which the Service Provider, upon the Client's request, performs the configuration, launch, optimization, and ongoing management of advertising campaigns on behalf of the Client, including the selection of campaign parameters, allocation of budget, and optimization strategies, using the Service Provider's technology and expertise;
  - 1.12. **"MSA"** – this agreement for the provision of Services, concluded between the Client and the Service Provider by signing the Order;
  - 1.13. **"Order"** – an order for Services, executed by the Parties, which specifies the scope, duration, payment terms and any additional terms of providing the Services;
  - 1.14. **"Platform User"** – a user designated by the Client who acts directly on behalf and for the benefit of the Client, granted with an access to the Platform, and having the right to allocate the Campaign Total Spend (as defined in the Order), set the parameters of the specific Services, and make use of any other functionalities and features of the Platform, including to bind and commit the Client to make all the payments related to the use of Services;
  - 1.15. **"Post-paid"** – a payment system, based on which the fees are billed monthly in arrears and billing cycles run from the date of commencement of Services;
  - 1.16. **"Pre-paid"** – a payment system, based on which the estimated fees for each month are billed and paid in advance, based on the estimations set out in the Order. In the event that the actual fees incurred for a month in question exceed the estimated amount, the Service Provider shall invoice Client for the additional amount owed, in accordance with the provisions of the Order;
  - 1.17. **"Platform"** – the service platform which allows as its primary feature the Platform Users to initiate the specific Services (advertising campaigns), specify the applicable Settlement Models, allocate the Campaign Total Spend and access online reporting information as well as to benefit from other functionalities;
  - 1.18. **"Platform Owner"** – RTB House S.A., with its seat in Warsaw (00-819), 61 Złota Str, flat/office 101, entered into the register of entrepreneurs - National Court Register held by the District Court for the Capital City of Warsaw in Warsaw, under KRS No.: 0000462115;
  - 1.19. **"Services"/Service** – digital advertising services specified in the Agreement and via the Platform and/or in the Campaign Order, provided by the Service Provider;
  - 1.20. **"Settlement Model"** – settlement model on the basis of which the remuneration for Services due to the Service Provider is calculated. The Settlement Model options are described in the Order;
  - 1.21. **"Working Day"** – any day that is not a Saturday, a Sunday, or a bank or public holiday in the place of incorporation of the Service Provider.
- ### 2. CONCLUSION OF THE AGREEMENT AND SETTING UP THE SERVICES
- 2.1. The Agreement is concluded upon the execution of the Order by both Parties.
  - 2.2. The Order may be executed by the authorized representatives of the Parties: (a) in written form – by the exchange of signed documents; (b) in electronic form – by the exchange of the scanned copies of signed documents via email; or (c) by using e-signature – in accordance with the relevant provisions of the applicable laws.
  - 2.3. The Service Provider will start providing Services to the Client after:
    - (i) applicable to the Clients using Self Service - the Services parameters are set via the Platform. The Client has the right to either (i) set the campaign parameters itself ("Self Service") or (ii) request the set up and/or optimization of the campaign on its behalf by the Service Provider ("Assisted Self-Service"); or



- (ii) applicable to the Managed Service (i) - the execution of the Campaign Order” and
  - (iii) applicable to all Services - after technical implementation specified in Section 2.8 below (if applicable).
- 2.4. If the Client chooses to use Assisted Self-Service, the parameters of the campaign will be defined and optimized based on a request of the Client. The set up and optimization will be performed using Client’s Platform User account by the Service Provider’s technical representatives, at Client’s risk and responsibility. The Service Provider shall use commercially reasonable efforts to launch the campaign within the time expected by the Client.
- 2.5. Upon the conclusion of the Agreement, the Client will designate the first Platform User that will be granted access to the Platform on the Client’s side. This first Platform User will have a status of the “Administrator”, which will allow to: (i) create further Platform User accounts, with or without the Administrator status; (ii) delete existing Platform Users accounts; and (iii) use all of the Platform features. The Platform Users without the Administrator status will be able to use the Platform, but will not be entitled to create or delete other Platform Users. The first Platform User may create additional Platform User accounts for Client’s Affiliates, End Client and subcontractors, provided, however, that the Client will remain liable for such use by, and the acts and omissions (including the incurrence of costs and fees) of, such additional Platform Users. The Client must obtain Service Provider’s prior written consent in order to provide any competitor of the Service Provider (or an affiliate of a competitor) with access to the Platform for any purpose. In case of doubt as to whether a person or entity is a competitor, the Client is obliged to obtain relevant information from the Service Provider before granting such person or entity access to the Platform. If the Client grants access to the Platform to a competitor of the Service Provider (or an affiliate of a competitor), the Service Provider reserves the right to block such an account and refrain from providing any Services through it.
- 2.6. The Campaign Orders will be executed in the following way:
- 2.6.1. The Service Provider sends to the Client (via email) a draft of a Campaign Order which shall constitute an offer of provision of the Services on the terms specified therein; any new version of a Campaign Order sent by the Service Provider before the acceptance of the previous version by the Client shall constitute a new offer which takes precedence over the previous offer;
  - 2.6.2. The Client accepts the Campaign Order by replying to the offer referred to in Section 2.6.1 with explicit acceptance of the terms set out in the Campaign Order; the Service Provider is not bound by any counter offer made by the Client;
  - 2.6.3. Campaign Order is deemed to be concluded only upon full and unconditional acceptance of the terms set out in the Campaign Order by the Client. The date of the conclusion of the Campaign Order is deemed to be the date of the reception of the Client’s acceptance of the terms set out in the Campaign Order;
- 2.7. The Client declares and warrants that any person accepting a Campaign Order on behalf of the Client in accordance with Section 2.6 above will be duly authorized to do so and that the Client will in any case fulfil all obligations resulting from acceptance of the Campaign Order by such person.
- 2.8. Upon the conclusion of the Agreement and if applicable, the Service Provider will provide the Client and/or End Client with guidance on the implementation of the Service Provider technology (tags) on digital properties indicated by the Client and or End Client, necessary to collect information on Users’ activity on such digital properties for the performance of the Services. The Service Provider will comply with the Client’s and or End Client requests as to the types of tags to be implemented on the Client’s and or End Client’s digital properties and upon the Client’s and or End Client’s specific instructions will also: (i) provide additional, customised tags to be implemented on the Client’s and or End Client’s digital properties, to the extent that it does not adversely affect the Services and (ii) use additional data provided by the Client and or End Client for the purpose of the campaign optimization.
- 2.9. The Service Provider may enable a method for the Client to select and/or approve the Ad Creatives on the basis of the Advertising Materials. The Client’s selection of the Ad Creatives, or failure to explicitly reject them within 2 (two) Working Days from the receipt or making available of the draft Ad Creative, shall constitute deemed acceptance of the Ad Creatives by the Client.
- 2.10. The Users’ profile data will be processed by the Service Provider exclusively to provide Services for the Client and will remain separated from data processed by the Service Provider on behalf of other clients or its own datasets.
- 2.11. If the Parties have entered into the Agreement pursuant to which the Services were provided via Platform, and subsequently intend to continue their cooperation in a Managed Service format, such Services may be provided on the basis of a Campaign Order alone, without the need to execute a separate and additional Order specifically for the Managed Service, in such a cases this Master Service Agreement will apply to all of the Campaign Orders executed between the Parties.
3. REPRESENTATIONS AND OBLIGATIONS OF THE SERVICE PROVIDER
- 3.1. The Service Provider hereby represents that: (a) it has all the necessary rights and authority to enter into and perform its obligations under the Agreement; (b) the conclusion of the Agreement and the performance of its respective obligations hereunder do not violate any agreement to which the Service Provider is a party or by which it is otherwise bound; (c) it holds all necessary rights to its display advertising technology.
  - 3.2. The Service Provider undertakes to perform the Services in a professional and efficient manner in accordance with the best market practices.
  - 3.3. The Service Provider may engage such subcontractors as in the Service Provider’s reasonable judgment will be advantageous for the performance of its obligations under the Agreement.
  - 3.4. The Services are provided on an “as is” basis and the Service Provider disclaims all warranties, including but not limited to any implied warranties of merchantability, title, or fitness for a particular purpose of the Services. The Service Provider makes no representations regarding the specific commercial results that the Client may obtain from the provided Services.
  - 3.5. The Service Provider bears no responsibility for the ineffectiveness of the Service arising from the improper setting of the advertising campaign’s parameters by the Platform User via Platform.



#### 4. REPRESENTATIONS AND OBLIGATIONS OF THE CLIENT

- 4.1. The Client hereby represents that: (a) it has all the necessary rights and authority to enter into and perform its obligations under the Agreement; (b) it holds all the necessary rights, including, without limitation, Intellectual Property Rights, or required licenses to the Advertising Materials supplied to the Service Provider to be included in the Ad Creatives and for the performance of Services; (c) it will be solely liable towards third parties for the contents and quality of the Advertising Materials supplied to the Service Provider and such Advertising Materials will: (i) not violate any Intellectual Property Rights or any other rights of third parties; (ii) not include any content which is contrary to applicable laws or regulations; (iii) not contain any material that is indecent, vulgar, abusive, defamatory, and obscene or pornographic and promotes aggression or hate speech; (iv) not contain any malware, in particular viruses, "Trojan horses" "computer worms" "time bombs" or data erasers; (v) comply at all times with all applicable laws and regulations, including but not limited to the advertising and marketing codes of practice in any of the jurisdictions where the Client's Ad Creatives are displayed; and (d) all of the products presented in the Advertising Materials (the "Products") are legally allowed to be traded and advertised in the countries in which the Services will be provided, as well as the Ad Creatives accepted by the Client in accordance with Section 2.9 above are in compliance with the applicable laws and regulations for the entire duration of the campaign period; in particular the Client represents that: (i) where required, it will acquire all of the permits and will comply with all applicable regulations in order to trade and advertise the Products in the countries in which the Services will be provided (ii) it will inform the Service Provider about any regulatory restrictions or conditions on advertising the Products in the countries in which the Service will be provided (iii) it will take full responsibility for any claims related to the advertisement of Products and completeness of the Ad Creatives (e) it will be solely liable for the operation of any third party tool or technology if integrated with the Services upon the Client's request.
- 4.2. The Client hereby represents that: (i) all the Platform Users are duly authorized to initiate the specific Services through the Platform on behalf of the Client, including making use of any features and functionalities of the Platform, allocating the Campaign Total Spend, and thus the Client shall be bound by the obligation to pay the remuneration to the Service Provider for the Services provided based on the actions of such Platform Users; (ii) it will be solely liable for all the actions of the Platform Users; (iii) the Platform User or a member of the Client's personnel who allocates the Campaign Total Spend is authorized to bind and commit the Client to pay the fees associated with the Services.
- 4.3. The Client declares that the information provided to the Service Provider, especially the data included in the Agreement, is true, complete, and up-to-date. If any such information becomes outdated after the conclusion of the Agreement, the Client will inform the Service Provider hereof by sending a message to the following e-mail address: [finance.us@adlook.com](mailto:finance.us@adlook.com) as promptly as practicable and in any event within three (3) Working Days after the occurrence of such change.
- 4.4. The Client will closely cooperate with the Service Provider during the term of the Agreement, provide the Service Provider with all the information required for the proper provision of the Services, and comply with all the technical requirements and

specifications related to the Services provided by the Service Provider. The Client will also inform the Service Provider about any changes or occurrence of any events that may impact the provision of the Services or the mutual cooperation of the Parties (including, but not limited to, any decision on the Client's liquidation, declaration of bankruptcy, or scheduled technical breaks) without undue delay.

- 4.5. If the Client is an advertising agency that procures the Services for its client ("End Client"), the Client shall ensure that all of the Client's obligations under the Agreement are also fulfilled by such End Client. The Client shall contractually impose on its End Client obligations that are not less specific and onerous to the Client's obligations under the Agreement and shall be liable toward the Service Provider for any acts or omissions of its End Client that are in breach of the provisions of the Agreement.
- 4.6. The Client declares that it complies with all applicable laws and requirements relating to any economic, trade or financial sanctions or other trade restrictions administered or enforced especially by the United Nations, the European Union or any of its members, the United Kingdom of Great Britain and Northern Ireland, the United States of America, local authority or any other relevant jurisdiction ("Sanctions") and particularly warrants that as at the date of the Order neither it, nor any of its Affiliates (nor any director, officer or to its knowledge, employee of it or any of its Affiliates) (a) is subject to any Sanctions or (b) transmits, sells, or exports goods, services or technology, directly or indirectly, to any destination and/or legal entity, organization or individual, if such transmission, sale, or export would be prohibited pursuant to applicable Sanctions.
- 4.7. The Client agrees that if at any time after the date of concluding the Agreement the Client or any of the Persons become subject to any Sanctions or proceedings for their imposition will be initiated, whether introduced before or after such date, including, without limitation, any extraterritorial or secondary sanctions, the Client is obliged to notify the Service Provider about the occurrence of the above circumstances immediately but not later than within 7 (seven) days from the date of obtaining such information and the Service Provider may suspend or terminate the Agreement with immediate effect upon such Sanctions becoming effective / receiving such notification from the Client. Notwithstanding the above, the Service Provider may suspend or terminate the Agreement with immediate effect if it becomes aware about the occurrence of the above circumstances in a way other than being informed by the Client.

#### 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. In order for the Service Provider to provide the Services under the Agreement, the Client will grant or cause the Service Provider and the Service Provider Affiliates to be granted for the period of the provision of the Services a royalty-free, non-exclusive, worldwide license to use the Advertising Materials, which include the name, logo, and trademarks of the Client and End Client for developing the Ad Creatives and placing the Ad Creatives on the Inventory.
- 5.2. The above license shall encompass in particular the right to: (a) display and make the Advertising Material available to the public; (b) reproduce, edit, alter, modify, and distribute the Advertising Material, in electronic storage media of any kind, as well as to compile and combine them with other contents or materials, including the right to use, display, and make available or distribute the edits, alterations,



modifications, and compilations of the above in media of any kind; (c) record the Advertising Materials (in a machine-readable form) and to store them electronically in its own database; and (d) exercise on behalf of the creators of the Advertising Materials the right to decide on the integrity of these Advertising Materials.

- 5.3. Unless expressly provided herein, the Agreement does not transfer the ownership of any Intellectual Property Rights existing prior to the commencement of the Agreement and/or created by either Party during the term of the Agreement.
- 5.4. All Intellectual Property Rights in and/or arising out of or in connection with the Services shall be owned by the Service Provider (but excluding the Intellectual Property Rights in the Advertising Materials, which will remain the property of the Client). For the avoidance of doubt, the Service Provider will own: (a) any content developed by or on behalf of the Service Provider and included in the Ad Creatives (but excluding the Advertising Materials); (b) the design of the Ad Creatives; (c) any of the Service Provider technology used in connection with the Services; and (d) any documentation or other materials regarding the use thereof and related thereto.
- 5.5. The Client authorizes Service Provider and its Affiliates to use Client's and End Clients' logos, names and trademarks indicated on the Ad Creatives for the purpose of promoting the Service Provider's business, free of charge, and grants to the Service Provider a non-exclusive, royalty-free, perpetual, irrevocable, sublicensable, worldwide, transferable license to use Client's and End Clients' logos, names and trademarks indicated on the Ad Creatives for Service Provider's marketing purposes, with the right to grant a sublicense to Service Provider's Affiliates. Client's and End Clients' logos, names and trademarks may be used on their own or as components of other advertising materials, both in printed and electronic form. Upon termination of the Agreement, the Service Provider and its Affiliates are obliged to stop using Client's and/or End Clients' logos, names and trademarks, which, however, does not mean that it is necessary to remove the materials created and marketed during the license validity period.

## 6. PAYMENTS

- 6.1. In cases where the Services are delivered by the Service Provider in the Self Service model the Service Provider shall be due monthly remuneration from the Client, payable monthly or upon completion of the Services, whichever occurs earlier, subject to specific Order. ("**Monthly Total Spend**"). The Settlement Model options based on which the Monthly Total Spend shall be calculated are described in the Order. The actual prices of Services within the selected Settlement Model and the amount of Campaign Total Spend (as defined in the Order, if applicable) and the Monthly Total Spend due to the Service Provider for the Services will be visible on the Platform available to the Client. The discounts or price reductions may be granted to the Client from time to time as agreed upon by the Parties.
- 6.2. In a model where the Services are to be delivered by the Service Provider in a Managed Service format the Service Provider shall receive remuneration from the Client, payable monthly unless otherwise determined by the Parties. The settlement model applicable for particular Services together with the rate or commission will be specified in the Campaign Order.
- 6.3. All amounts payable by the Client under the Agreement are exclusive of amounts in respect of

value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Agreement by Service Provider to the Client, the Client shall, on receipt of a valid VAT invoice from Service Provider, pay to Service Provider such additional amounts in respect of VAT as chargeable on the supply of the Services at the same time as payment is due for the supply of the Services. The Client will also cover all charges related to the completion of payment, in particular, bank charges for the transfer.

- 6.4. The payments for Services must be made in the full amount, free of any deductions or withholdings. If there is any mandatory withholding or deduction, the Client shall gross up the payment so that the Service Provider receives the amount indicated in the invoice. The Client will be responsible for the settlement of any mandatory withholdings and deductions.
- 6.5. The remuneration shall be paid via bank transfer or via electronic bank transfer (or as set forth in the Order), within the deadline stated in the invoice. The date that appears on the Service Provider's bank statement as the date of the receipt of payment is considered the date of payment. In case of failure to meet the deadline for payment indicated in the invoice, the Client will pay statutory rate interest on due amounts.
- 6.6. The Client shall notify the Service Provider of any objections to an invoice within ten (10) Working Days from the date of receipt of such invoice. In the event that justified objections are raised within the foregoing period, the payment term shall be calculated from the date of issuance of the corresponding corrective invoice, which term may be shortened by decision of Service Provider by the number of Working Days used by the Client to raise such objections. Failure to raise objections within the period specified in the first sentence of this Section shall be deemed acceptance of the invoice.
- 6.7. The Order shall indicate the payment system (Post-paid or Pre-paid), applicable to the cooperation of the Parties under the Agreement.

## 7. CONFIDENTIALITY

- 7.1. Subject to Sections 7.2 and 7.3 below, each Party undertakes to: (a) keep secret and confidential all the Confidential Information of the other Party; (b) not disclose any Confidential Information to any person other than the Authorized Recipients, except as permitted under this MSA; (c) use the Confidential Information only for purposes related to the performance of the Agreement or as otherwise permitted under the Agreement; and (d) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it uses to protect its own similar confidential information.
- 7.2. The receiving Party's obligations under Section 7.1 will not apply to Confidential Information that: (a) has been independently developed by such receiving Party; (b) is, or becomes, generally available to the public other than as a result of the information being disclosed by the receiving Party or its Authorized Recipients or in breach of Section 7; (c) was available to the receiving Party or its Authorized Recipients on a non-confidential basis prior to disclosure by the other Party; (d) was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's actual knowledge, is not under any confidentiality obligation in respect of that information; (e) was lawfully in the possession of the receiving Party before the information was disclosed by the disclosing Party; and (f) the Parties agree in writing to be not confidential.



- 7.3. The receiving Party may disclose the Confidential Information of the disclosing Party if and to the extent that it is required to do so by the binding provisions of law or by the court or regulatory agency or other public authorities, provided that the receiving Party: (a) to the extent permitted by law, notifies the disclosing Party with the reasonable prior written notice of the required disclosure and (b) limits the disclosure to the extent expressly required.
- 7.4. The confidentiality obligation set out in Section 7 will be binding during the term of the Agreement and for a period of 3 (three) years after its termination or expiration.
- 7.5. The Parties hereby acknowledge that due to the fact that, as a part of providing Services to the Client, Ad Creatives displayed on the Inventory will include the Service Provider's name and logo, the fact of an ongoing commercial cooperation between the Parties does not constitute Confidential Information.
8. PRIVACY
- 8.1. This Section 8 applies insofar as, in order to provide the Services to the Client, the Service Provider: (a) uses cookies and similar tracking technologies (such as mobile device identifiers) that involve the storing of information or gaining access to information stored in End-Users' terminal equipment and (b) collects on behalf of the Client certain categories of the personal data of End-Users through tags implemented on the digital properties indicated by the Client.
- 8.2. The Client undertakes to inform End-Users about the Service Provider's use of cookies and similar tracking technologies and to obtain all necessary consents for and comply with any other obligation pursuant to applicable privacy and data protection laws, in particular related to storing information or gaining access to the information stored in the terminal equipment of such End-Users by the Service Provider or its Affiliates.
- 8.3. The Client undertakes to publish on its digital properties a privacy policy that includes information about the use of Service Provider's technology on such digital properties and a link to the Service Provider Services Privacy Policy. Service Provider undertakes to include in each Ad Creative displayed during performance of Services for the Client a direct link to the Service Provider Opt-Out page.
- 8.4. The Parties undertake to comply with any privacy and data protection laws to the extent such laws are applicable to the provision of the Services by the Service Provider. If required, then the Parties shall enter into a separate Data Processing Addendum, which shall exclusively regulate any matters related to the processing of the personal data of End Users visiting the Client's digital properties in connection with the performance of Services, including the rights and obligations of the Parties related to the collecting and processing of personal data and liability for any unlawful or inappropriate handling of such data. Once duly executed by the Parties, such data processing agreement will constitute an integral part of this and any subsequent Agreement for the provision of Services concluded between the Service Provider and the Client, unless otherwise agreed by the Parties.
9. INDEMNITY & LIABILITY
- 9.1. The Client agrees to indemnify, hold harmless, and defend the Service Provider, its Affiliates and their respective directors, employees, and agents ("Service Provider Indemnified Parties") from and against any and all claims, suits, demands, judgments, and proceedings of any kind (collectively "Claims") asserted or filed against any Service Provider Indemnified Party by any third party or any government or industry organization, and any damages, losses, expenses, liabilities, or costs of any kind (including but not limited to reasonable attorneys' or witness' fees and court costs) incurred in connection with such Claims (including those necessary to successfully establish the right to indemnification), arising out of or related to any breach or alleged breach of any warranty, representation or covenant made by the Client, in particular related to any actual or alleged infringement or violation of any Intellectual Property Rights or the other proprietary rights of a third party by the Advertising Materials supplied by the Client or the End Client.
- 9.2. Should the circumstances described above occur, the Service Provider will provide the Client with a prompt written notification of such Claim, and the Client will immediately provide the Service Provider with all the necessary documents and information that can have an impact on the outcome of relevant proceedings and with assistance in connection with such Claim. The Service Provider will have full control and authority to investigate, defend, and settle such Claim, provided that any settlement of such Claim requires prior consent of the Client (which shall not be unreasonably withheld).
- 9.3. Except for the obligation to make payment of fees under the Agreement and Client's liability related to the indemnification in no event shall either Party's aggregate liability arising out of or related to the Agreement for whatever cause, such as breach of contract, tort, or otherwise, exceed the total value of the amounts due to the Service Provider pursuant to the specific advertising campaign in relation to which the Claim took place, in the six (6)-month period preceding the event giving rise to the Claim. This represents the maximum foreseeable damage at the conclusion of the Agreement, and both Parties agree that the calculation of remuneration charged by the Service Provider for the Services is based on a division of risks between the Parties.
- 9.4. Notwithstanding anything to the contrary herein, the Service Provider will not be liable for any damage connected with the provision of the Services and resulting from: (a) termination of the Order or the MSA or discontinuity in the provision of the Services as a result of the Service Provider's use of rights described in the Agreement and (b) action or omission, including the violation of any provision of the Agreement, by the Client or any third party for which the Client is liable.
- 9.5. Except for liability arising from Client's indemnification obligations, each Party's liability toward the other Party will cover solely direct money damages, and each Party's liability for any consequential, exemplary, special, indirect, incidental or punitive damages, including, but not limited to, damages for the loss of profits and use and business interruption, is hereby excluded, even if such damages were foreseeable or whether or not such Party has been advised of the possibility of such damages.
- 9.6. Neither Party will be liable for delay or default in the performance of its respective obligations under the Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, or labor disputes.
- 9.7. The Service Provider shall be solely responsible for the operation of the Platform. Liability of the Service Provider for the operation of the Platform is based on the principles set out in this Section 9. The Platform Owner's responsibility for the operation of the Platform is hereby excluded at the fullest extent permitted by law.



9.8. The Client should direct any complaints related to the performance of Services to the Service Provider customer support team at: clientsupport@adlook.com within 30 (thirty) days of the event which gave rise to such complaint. The complaint notification shall include: (a) name of the Client, (b) full description of the event which gave rise to the complaint, including campaign statistics or screens confirming Client's position, where applicable.

## 10. TERMINATION OF THE MSA & SUSPENSION OF SERVICES

- 10.1. The term of the Agreement will be defined in the Order. The period of specific Services will be set: a) In a model where the Services are to be delivered by the Service Provider in a Managed Service format - in the Campaign Order or b) In a model where the Services are to be delivered by the Service Provider in the Self Service format - in the Platform.
- 10.2. Each Party will have the right to terminate the Agreement at any time, subject to a 30 (thirty) days' notice period, by sending to the other Party a written notice by post or as a scan copy by e-mail to an authorized representative of the other Party specified in the Order.
- 10.3. Each Party will have the right to terminate the Agreement with an immediate effect if the other Party: (a) breaches the provisions of the Agreement (in particular related to payment obligations), and does not remedy the breach within 5 (five) days from the receipt of the notice sent by the other Party electronically; (b) materially violates generally applicable laws; (c) makes a general assignment for the benefit of creditors, is adjudicated bankrupt, or becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition, or general assignment for the benefit of creditors.
- 10.4. On the expiry or termination of the Agreement for any reason, the Client shall pay to the Service Provider all outstanding unpaid invoices and interests, and, in respect of Services supplied but for which no invoice has been submitted, the Service Provider shall submit an invoice, which shall be payable by the Client in accordance with Section 6 and any payment terms specified in the relevant invoice.
- 10.5. The provision of Services can be suspended by either Party, without cause: (a) by the Service Provider: at any time upon 2 (two) days' notice, (b) by the Client: at any time via Platform (applicable to Self Service), (c) by the Service Provider: upon the exhaustion of the campaign budget specified in the Campaign Order (applicable to Managed Service).
- 10.6. The Service Provider will also be entitled to suspend the provision of Services with an immediate effect in case of technical problems that may affect the proper provision of Services or if the Client fails to meet any of its obligations under the Agreement (in particular fails to make payment in accordance with

the Agreement) or if the necessity to suspend the provision of the Services results from the provisions of law, judicial or administrative decisions, or any claims raised by third parties, in particular in relation to Advertising Materials.

- 10.7. The Service Provider will be entitled to suspend the provision of the Services with an immediate effect, at its sole discretion, when events or conditions have been identified that may cast doubts as to the Client's financial capacity to pay the remuneration for the Services. The Service Provider shall notify the Client of such suspension as quickly as possible.
- 10.8. The suspension of the provision of Services does not release the Client from the obligation to pay remuneration due to the Service Provider for the Services provided until the date of such suspension.

## 11. FINAL PROVISIONS

- 11.1. The Agreement shall be governed by and construed in accordance with the laws of Delaware. The Parties undertake to make all their endeavors to settle amicably any disputes arising out of or in connection with the Agreement. Should the Parties fail to reach an amicable agreement, such disputes will be submitted to the exclusive jurisdiction of the unenforceable provision and will be replaced by another provision with the purpose equivalent or possibly the closest to the purpose of the invalid or unenforceable provision.
- 11.2. Unless otherwise explicitly specified in the Agreement, the Parties may deliver any notice by e-mail, registered mail, personal delivery, or renowned express courier to the addresses or e-mail addresses indicated in the Order. Change of contact details of the Parties does not constitute an amendment to the Agreement and can be done by sending a written notice to the other Party (including by e-mail).
- 11.3. Should any of the provisions hereof be considered invalid or unenforceable by any court or administrative body, this will be without impact on the validity or enforceability of the remaining provisions of the Agreement. The invalid or unenforceable provision will be replaced by another provision with the purpose equivalent or possibly the closest to the purpose of the invalid or unenforceable provision.
- 11.4. By signing the Order, the Client acknowledges that it has read the MSA and fully accepts its provisions, notwithstanding any contrary provision or rule that may be contained in any of the Client's regulations.
- 11.5. The Agreement supersedes any and all other prior understandings between the Parties whether oral or written, expressed or implied and excludes the application of any other terms that the Client may seek to impose or incorporate. In case of any discrepancies between the Order and the MSA the relevant terms shall have the following order of precedence: (1) Order, (2) MSA.