

## TERMS OF SERVICE

The following Terms of Service ("**Terms**") apply to the digital advertising services provided by **Adlook Poland Sp. z o. o.**, a company registered under the laws of Poland with its registered office 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, XII Commercial Department of the National Court Register under KRS No.: 00001035994, share capital of PLN 1,000,000.00, NIP No.: 5273056462, REGON No.: 525317897 ("**Service Provider**"), and specify the mutual rights and obligations of the Service Provider and its client ("**Client**") (collectively referred to as the "**Parties**" and individually as the "**Party**").

### 1. DEFINITIONS

- 1.1. "**Services**" — digital advertising services specified in the Framework Order and in Campaign Order, provided by the Service Provider;
- 1.2. "**Affiliate**" — a Party's subsidiary, its holding company, the 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**" — a framework agreement for the provision of Services concluded between the Client and the Service Provider comprising the Terms, the Framework Order and the Data Processing Addendum;
- 1.4. "**Data Processing Addendum**" — an agreement executed by the Parties concerning the processing of the personal data of Users for the purpose of providing the Services;
- 1.5. "**Framework Order**" — an order for Services, executed by the Parties, which specifies the scope, duration, and payment terms for the Services and any additional terms of providing the Services;
- 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 specific 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. "**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;
- 1.9. "**Advertising Materials**" — any images, graphics, videos, fonts, information, text, data, or other materials provided by the Client to the Service Provider, to be included in the Banner Creations;
- 1.10. "**Banner Creation**" — a digital advertisement of the Client's products or services, created by the Service Provider on the basis of Advertising Materials for the purpose of displaying on the Inventory;
- 1.11. "**Inventory**" — digital advertising space on third-party websites and mobile applications, on which the Banner Creations are to be displayed.
- 1.12. "**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;
- 1.13. "**User**" — an end user visiting digital properties, including websites and mobile applications, controlled by the Client to whom personalized Banner Creations are to be displayed on the Inventory.
- 1.14. "**Working Day**" — any day that is not a Saturday, a Sunday, or a bank or public holiday in Poland.

### 2. CONCLUSION OF THE AGREEMENT AND SETTING UP THE SERVICES

- 2.1. The Agreement will be concluded by the Parties upon the execution of the Framework Order.
- 2.2. The Framework 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 the conclusion of the Campaign Order between the Parties and after the technical implementation specified in point 2.6. below (if applicable).
- 2.4. Campaign Order will be executed in the following way:
  - 2.4.1. The Service Provider sends to the Client (by email) a draft of Campaign Order, which constitutes an offer for the provision of Services on the terms specified therein; each new version of the Campaign Order sent by the Service Provider prior to the acceptance of the previous version by the Client constitutes a new offer which takes precedence over the previous offer;
  - 2.4.2. The Client accepts the Campaign Order by responding to the offer referred to in point 2.4.1, with explicit acceptance of the terms and conditions set out in the Campaign Order (e.g., by answering "Yes, I agree and accept"); the Service Provider is not bound by any counteroffer submitted by the Client;
  - 2.4.3. The Campaign Order is deemed to be concluded only upon full and unconditional acceptance of the conditions set out in the Campaign Order. The date of conclusion of the Campaign Order is deemed to be the date of the reception of the Client's acceptance of the conditions set out in the Campaign Order;
- 2.5. The Client represents, declares and warrants that any person accepting the Campaign Order on behalf of the Client in accordance with point 2.4 above is duly authorized to do so and that the Client will in any case fulfil all obligations resulting from the acceptance of the Campaign Order by such person.
- 2.6. Upon the conclusion of the Agreement and if applicable, the Service Provider will provide the Client with guidance on the implementation of the Service Provider technology (tags) on digital properties controlled by the 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 requests as to the types of tags to be implemented on the Client's digital properties and upon the Client's specific instructions will also: (i) provide additional, customized tags to be implemented on the Client's digital properties, to the extent that it does not adversely affect the Services and (ii) use additional data provided by the Client for the purpose of the Client's campaign optimization.
- 2.7. On the basis of the Advertising Materials supplied by the Client, the Service Provider will develop Banner Creations for the provision of the Services. The Service Provider will send draft Banner Creations for the Client's approval before their display on the Inventory. If the Client does not respond within 2 (two) Working Days from the receipt of the draft Banner Creation, such Banner Creation is deemed to have been accepted by the Client for display.
- 2.8. The selection and display of Banner Creations by the Service Provider to the Users will be based in particular on the Banner Creations placement context or the Users' profiles containing information on their prior activity on the Client's digital properties. 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.
- 2.9. Upon request, the Client will be granted access to the Client panel, enabling the management of advertising campaigns conducted on its behalf.

### **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 this 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; (d) the tags to be implemented on the Client's digital properties (if applicable) will not contain any malware, in particular viruses, "Trojan horses," "computer worms," "time bombs," or data erasers.
- 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 judgement may be advantageous to perform its obligations under the Agreement.
- 3.4. During the provision of the Services, the Service Provider shall take appropriate measures to protect the Client's brand and reputation, in particular by carefully selecting Advertising Space for displaying Banner Creations.
- 3.5. 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.

## 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 for performance of the Services; (c) it will be solely liable toward third parties for the content 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 or regulations and the advertising and marketing codes of practice in any of the jurisdictions where the Client's Banner Creations are displayed; and (d) all of the products presented in the Advertising Materials ("Products") are legally allowed to be traded and advertised in the countries in which the Services will be provided as well as the Banner Creations accepted by the Client in accordance with Section 2.7. above are in compliance with the applicable law 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 and the appearance of the Banner Creations in the countries in which the Service will be provided and if needed provide the relevant data and request the necessary changes to the appearance of the Banner Creations; (iii) it will take full responsibility for any claims related to the advertisement of Products and completeness of the Banner Creations, unless such Banner Creations have not been presented to the Client in accordance with Section 2.7 above; (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 declares that the information provided to the Service Provider, especially the data included in the Framework Order, 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@adlook.com](mailto:finance@adlook.com) within three (3) Working Days after the occurrence of such change.
- 4.3. 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.
- 4.4. If the Client is an advertising agency that procures the Services for its customer ("**End Customer**"), the Client shall ensure that all of the Client's obligations under this Agreement are also fulfilled by such End Customer. The Client shall contractually impose on such End Customer obligations that are not less onerous to the Client's obligations under this Agreement and shall be liable toward the Service Provider for any acts or omissions of End Customer that are in breach of the provisions of this Agreement.

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. In order for the Service Provider to provide the Services under the Agreement, the Client grants or causes the Service Provider and the Service Provider's 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 includes the name, logo, and trademarks of the Client for developing the Banner Creations and displaying the Banner Creations 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 of derivative copyrights on the Advertising Materials.
- 5.3. For the duration of the Agreement the Client grants or causes the Service Provider and the Service Provider Affiliates to be granted a worldwide, royalty-free, non-transferable license to use the Client's trademarks and logos and to display, reproduce, represent the Advertising Materials included in the Banner Creations in all in all Service Provider's or Service Provider's Affiliates' promotional materials ("**Promotional Materials**"). Promotional Materials placed on the market, including those published on the Internet, during the term of the Agreement do not have to be removed from it after the expiry of the license period. The Client undertakes not to raise claims for infringement of its copyright against the Service Provider or Affiliates of the Service Provider in the event that it is determined that the publication of the Promotional Materials took place during the license period.
- 5.4. All Intellectual Property Rights in and/or arising out of or in connection with the Services are owned by the Service

Provider (but excluding the Intellectual Property Rights in the Advertising Materials, which remain the property of the Client). For the avoidance of doubt, the Parties agree that the Service Provider owns: (a) any content developed by or on behalf of the Service Provider and included in the Banner Creations (but excluding the Advertising Materials); (b) the design of the Banner Creations; (c) any 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 Service Provider hereby grants the Client, for the period of the provision of the Services, a non-exclusive, worldwide license to use the Client's panel to the extent necessary and practicable for the performance of the Agreement. Such license shall constitute an integral part of the Services and is granted in consideration of the payment of the remuneration referred to in Section 6.1.

## 6. PAYMENTS

- 6.1. For the provision of Services, the Service Provider shall receive monthly remuneration from the Client. The settlement model applicable for particular Services together with the rate or commission will be specified in the Campaign Order.
- 6.2. The remuneration due to the Service Provider will be increased by VAT and any other applicable taxes at the rate applicable on the day of the issuance of the invoice. The Client will also cover all charges related to the completion of payment, in particular, bank charges for the transfer.
- 6.3. 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.
- 6.4. The remuneration shall be paid via bank transfer within the deadline stated in the invoice, in the currency indicated in the Framework Order. 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.

## 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 Agreement; (c) use the Confidential Information only for purposes related to the performance of the Agreement or entering into an agreement with the other Party's Affiliates or as otherwise permitted under this 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 Confidential Information if and to the extent that it is required to do so by the binding provisions of law or by the court, administrative authority or regulatory agency with the jurisdiction over the Party or their Authorized Recipients who are requested to disclose Confidential Information, provided that the receiving Party complies with the following conditions: a) to the extent permitted by law or court's or regulatory authority's decision, without undue delay notifies in writing the disclosing Party 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, Banner Creations 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. The Parties acknowledge that, to provide the Services to the Client, Service Provider: (a) uses cookies and similar technologies (such as mobile device identifiers) that involve the storing of information or gaining access to information stored in Users' terminal equipment and (b) collects on behalf of the Client's certain categories of the personal data of Users through tags implemented on the Client's digital properties.
- 8.2. The Client undertakes to inform Users about and obtain necessary consents for the storing of information or gaining

access to information stored in the terminal equipment of such Users by the Service Provider or its Affiliates in accordance with legislation implementing European Union Directive 2002/58/EC (as modified by Directive 2009/136/EC) or any laws that supersede such legislation and guidelines issued by competent regulatory bodies before tracking technologies that require such storage or access are set or activated on Users' terminal equipment.

- 8.3. The Client undertakes to publish on its digital properties a privacy policy that includes information about the use of Service Provider technology on such digital properties and a link to the Service Provider Privacy Policy. Service Provider undertakes to include in each Banner Creation displayed during the performance of Services for the Client a direct link to the Service Provider Opt-Out page.
- 8.4. Any matters related to the processing of the personal data of Users in connection with the performance of the Services, where the Client acts as the data controller and the Service Provider as the data processor (including liability for any unlawful or inappropriate handling of such personal data) will be governed exclusively by the provisions of the Data Processing Addendum.

## 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, 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.
- 9.2. Should the circumstances described in the Section 9.1 occur, the Client undertakes to cover in full any damages, losses, expenses and costs of any kind (including, but not limited to, reasonable attorneys' or witness' fees and court costs) incurred by the Service Provider Indemnified Parties in connection with such Claims (incl costs necessary for the effective enforcement of the indemnification right indicated in this Chapter) within **14 (fourteen)** days from the date of delivery of the request for payment to the Client.
- 9.3. The Service Provider will provide the Client with a 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).
- 9.4. Except for the obligation to make payment of fees under the Agreement and liability related to the indemnification indicated in the Sections 9.1-9.3 and processing of personal data, 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 Agreement on the basis of a Campaign Order, which is related to the Claim, in the six (6)-month period preceding the event giving rise to the Claim.
- 9.5. The Service Provider will not be liable for any damage connected with the provision of the Services and resulting from: (a) discontinuity in the provision of the Services as a result of Service Provider's use of rights referred to in Section 10.3, Section 10.6, or Section 10.7 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.
- 9.6. Except for liability arising from indemnification obligations indicated in the Sections 9.1-9.3, 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.
- 9.7. 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.

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

- 10.1. The term of the Agreement will be defined in the Framework Order.
- 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 Framework 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) including the Data Processing Addendum and does not remedy the breach within **5 (five) days** from the receipt of the notice sent by the other Party electronically;

(b) 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, and (d) terminates the Data Processing Addendum.

- 10.4. The Agreement between the Parties will be terminated automatically should the Client not start to use the Services within **12 (twelve) months** of the conclusion of the Agreement or if the provision of Services has been suspended for any reason and has not been resumed within **12 (twelve) months** from the suspension.
- 10.5. On the expiry or termination of this 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.
- 10.6. The provision of Services will be suspended: (a) at any time upon each Party's **2 (two) days'** notice and (b) upon the exhaustion of the campaign budget specified in the Campaign Order.
- 10.7. 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.
- 10.8. 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. Any matters not covered by the Agreement will be governed by the laws of Poland. 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 Polish courts.
- 11.2. Unless otherwise explicitly specified in the Agreement, the Parties may deliver any notice by email, registered mail, personal delivery, or renowned express courier to the addresses or e-mail addresses indicated in the Framework Order.
- 11.3. Should any of the provisions hereof be considered invalid or unenforceable by any court or administrative body or provisions of law, 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 placing the Framework Order, the Client acknowledges that it has read the Terms and fully accepts their provisions, notwithstanding any contrary provision or rule that may be contained in any of the Client's regulations.
- 11.5. The Agreement together with Campaign Orders agreed between the Parties supersedes any and all other prior understandings between the Parties whether oral or written, expressed or implied and exclude the application of any other terms that the Client may seek to impose or incorporate. In case of any discrepancies between the Framework Order, Campaign Order and these Terms, the relevant terms shall have the following order of precedence: (1) Campaign Order; (2) Framework Order; (3) these Terms.